

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM370856

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ventoux Holdings LLC		11/10/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	29 East 29th Street (NY) Owner, LLC		
<b>Street Address:</b>	4700 Wilshire Boulevard		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90010		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4728701	MARTHA WASHINGTON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	dlaker@paulweiss.com, dewilliams@paulweiss.com		
<b>Correspondent Name:</b>	Danielle Goldman Laker		
<b>Address Line 1:</b>	1285 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6064		
<b>ATTORNEY DOCKET NUMBER:</b>	19501-030		
<b>NAME OF SUBMITTER:</b>	Danielle Laker		
<b>SIGNATURE:</b>	/Danielle Laker/		
<b>DATE SIGNED:</b>	01/28/2016		
<b>Total Attachments: 5</b>			
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## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment"), is effective as of November 10, 2015 (the "Effective Date"), by and between Ventoux Holdings LLC ("Assignor"), a Delaware limited liability company, and 29 East 29<sup>th</sup> Street (NY) Owner, LLC, a Delaware limited liability company ("Assignee").

### WITNESSETH:

WHEREAS, 29<sup>th</sup> Street Hotel Owner LLC, a Delaware limited liability company, and 29<sup>th</sup> Street Hotel Acquisition LLC, a Delaware limited liability company (together, "Sellers") and Assignee, as successor-in-interest to CIM Group Acquisitions, LLC, are parties to that certain Agreement of Purchase and Sale, dated as of September 30, 2015 (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Sellers agreed to sell, assign and convey to Assignee certain assets, including all right, title and interest in and to all trademarks used in connection with the use or operation of the Martha Washington Hotel (the "Hotel");

WHEREAS, certain trademarks used in connection with the use or operation of the Hotel are owned by Assignor, an affiliate of Sellers; and

WHEREAS, Assignor desires to sell, assign and convey to Assignee, and Assignee desires to accept all of Assignor's right, title and interest in and to the trademark registrations and trademark applications listed on Schedule 1 hereto (the "Assigned Trademarks").

NOW THEREFORE, in consideration of the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor does hereby irrevocably sell, assign, convey and transfer to Assignee all of its right, title and interest (whether statutory, common law or otherwise) in and to the Assigned Trademarks, and all goodwill associated with any of Assigned Trademarks. The foregoing assignment of the Assigned Trademarks includes the exclusive rights to (a) bring actions, defend against or otherwise recover for infringements, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements of the Assigned Trademarks, (b) apply for, make filings with respect to and maintain all registrations, renewals and extensions thereof, and (c) all other rights of any kind whatsoever of Assignor in or to the Assigned Trademarks.
2. Acknowledgment. Assignor hereby acknowledges that (a) all rights accruing from Assignor's use of the Assigned Trademarks prior to assignment to

Assignee pursuant to Section 1 hereof and any goodwill resulting from such uses shall inure to the benefit of Assignee, and (b) from and after the date hereof, Assignee shall be the sole and exclusive owner of all of Assignor's right, title and interest in and to the Assigned Trademarks.

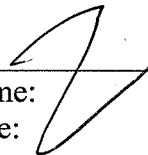
3. Further Assurances. Each of Assignor and Assignee agrees, without any further consideration, to execute and deliver such other documents and to take such other actions as the other may reasonably request in order to effectuate the purposes of this Assignment and to consummate the actions contemplated hereby, including the execution of any agreement as may be necessary to record and effectuate the assignment contemplated herein with the United States Patent and Trademark Office.
4. The Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Assigned Trademarks, to record this Assignment. The Assignor hereby further requests the Commissioner and his or her non-US counterparts to issue any and all trademark registrations resulting from applications among the Assigned Trademarks or derived therefrom to the Assignee as assignee of the entire interest therein.
5. Binding Effect; Assignment. This Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns.
6. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction. Both Assignee and Assignor hereby consent to and submit to the exclusive jurisdiction and venue of the federal and state courts located in the State of New York for enforcement or interpretation of this Assignment, and for any disputes under or arising out of this Assignment.
7. Counterparts; Effectiveness. This Assignment may be executed in counterparts, each of which will be an original as regards any party whose signature appears thereon and both of which together will constitute one and the same instrument.

*[Signature page follows.]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the Effective Date their respective officers thereunto duly authorized.

**ASSIGNOR:**

VENTOUX HOLDINGS LLC

By:   
Name: Ed Scheetz  
Title:

ASSIGNEE:

29 EAST 29<sup>TH</sup> STREET (NY) OWNER,  
LLC

By:  \_\_\_\_\_

Name: Eric Rubinfeld  
Title: Vice President & Secretary

[Signature Page—Trademark Assignment]

**SCHEDULE 1**

**Trademark Registrations and Applications**

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Status</b>	<b>Application No.</b>	<b>Registration No.</b>
MARTHA WASHINGTON	United States of America	Registered	86/156887	4728701
MARTHA WASHINGTON	Australia	Registered	1618541	1618541
MARTHA WASHINGTON	Brazil	Pending	907916368	N/A
MARTHA WASHINGTON	European Community (CTM)	Registered	012831681	012831681
MARTHA WASHINGTON	Mexico	Registered	1478518	1471924
MARTHA WASHINGTON	New Zealand	Registered	996507	996507