

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383294

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KHP Park Avenue Hotel, LLC		09/18/2006	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Kimpton Hotel & Restaurant Group, LLC		
Street Address:	222 Kearny Street, Suite 200		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94108		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3069133	70 PARK AVENUE HOTEL	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	trademarks@kimptongroup.com		
Correspondent Name:	Kimpton Hotel & Restaurant Group, LLC		
Address Line 1:	222 Kearny Street, Suite 200		
Address Line 4:	San Francisco, CALIFORNIA 94108		
NAME OF SUBMITTER:	Judith C. Miles		
SIGNATURE:	/Judith C. Miles/		
DATE SIGNED:	05/05/2016		
Total Attachments: 3			
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OP \$40.00 3069133

HOTEL OPERATING AGREEMENT
BETWEEN
KIMPTON HOTEL & RESTAURANT GROUP LLC
AND
KHP Park Avenue Hotel, LLC
FOR

70 PARK AVENUE HOTEL
New York, NY

September 18, 2006

15.13

15.17 Hotel Name. During the term, the Hotel shall be known as the 70 park avenue Hotel, or such other name selected by mutual agreement of Owner and Operator. Operator shall own and hold all right title interest in the and to the Hotel name and to any name used in any restaurant, café, club or other operation or concession within the Hotel, and any logo, symbol or design used in connection therewith, and such names, logos, symbols and designs shall be nonexclusively licensed to Owner during the Term for use at the Hotel, and may be used by Operator at locations other than the Hotel. Except as provided above, no other letter, word, design, symbol, or other matter of any kind shall be superimposed on, associated with, or shown in such proximity to the Trademarks so as to alter or dilute them and Owner shall not combine any of the Trademarks with any other trademark, service mark or logo.

15.18

IN WITNESS WHEREOF, the parties hereto have hereunto executed and delivered this Agreement as of the date first hereinabove set forth.

“OWNER”

KHP Park Avenue Hotel, LLC

By: Kimpton Hospitality Partners, LP

Its: Sole Member

By: Kimpton Investment Partners, LLC

Its: General Partner

By: Kimpton Group Holdings, LLC

Its: Member

By: _____

Its: CEO + President

“OPERATOR”

KIMPTON HOTEL & RESTAURANT GROUP, LLC
a Delaware limited liability company

By: _____

Its: CEO