

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494681

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morgans Group LLC		05/08/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HPT Geary Properties Trust		
Street Address:	Two Newton Place, 255 Washington Street		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02458		
Entity Type:	Real Estate Investment Trust: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2412031	CLIFT HOTEL	
Registration Number:	4630997	REDWOOD ROOM	
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>			
Phone:	2124771723		
Email:	kwilshinsky@mwpc-law.com		
Correspondent Name:	Karen S. Wilshinsky		
Address Line 1:	276 Fifth Avenue, Suite 805		
Address Line 4:	New York, NEW YORK 10001		
NAME OF SUBMITTER:	Karen S. Wilshinsky		
SIGNATURE:	/Karen S Wilshinsky/		
DATE SIGNED:	10/19/2018		
Total Attachments: 5			
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OP \$65.00 2412031

DEED OF ASSIGNMENT OF TRADEMARKS

THIS DEED OF ASSIGNMENT OF TRADEMARKS (this “Trademark Assignment”) is made and entered into this 8th day of May, 2018, by and between MORGANS GROUP LLC, a Delaware limited liability company , with an address at 475 10th Avenue, New York, New York 10018 (hereinafter referred to as “Assignor”) of the first part and HPT GEARY PROPERTIES TRUST (ultimate successor-in-interest to Geary Hotel Holdings, LLC), a Maryland real estate investment trust, with an address at Two Newton Place, 255 Washington Street, Newton, Massachusetts 02458 (hereinafter referred to as “Assignee”) of the other part.

WHEREAS, Assignee intends to receive, and Assignor intends to assign to Assignee, any and all of Assignor’s right, title and interest in and to certain Trademarks, as set forth in the attached Schedule of Trademarks.

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and agreements set forth in this Trademark Assignment, the parties agree as follows:

1. Trademarks. “Trademarks” means the trademarks that are the subject of the registrations listed on the attached Schedule of Trademarks, marked as Exhibit 1.
2. Assignment. Assignor hereby irrevocably assigns, transfers, sells and conveys to Assignee all of its rights, title and interest throughout the world in and to the Trademarks, and the registrations and applications relating thereto, together with the goodwill of the business in respect of which the Trademarks are registered to hold unto the Assignee absolutely, and all rights, claims and privileges pertaining to the Trademarks, including, without limitation, the right to prosecute and maintain registrations and applications for any of the Trademarks, and the right to sue and recover damages for past, present and future infringement of any of the Trademarks.
3. Recordation. Assignor hereby requests the United States Patent and Trademark Office and/or any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar) to record Assignee as the record owner of the Trademarks.
4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
5. Counterparts. The parties hereto may execute this Trademark Assignment in one or more counterparts, each of which shall be deemed an original, but all counterparts taken together shall constitute one and the same instrument.
6. Descriptive Headings. The headings used in this Trademark Assignment are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Trademark Assignment.

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[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed by the undersigned officers thereunto duly authorized this 8th day of May, 2018.

ASSIGNOR:

MORGANS GROUP LLC,
a Delaware limited liability company

By: MORGANS HOTEL GROUP CO. LLC,
a Delaware limited liability company,
its managing member

By: SBE ENT HOLDINGS, LLC
a Delaware limited liability company,
its sole member

By: 

Name: Sam Nazarian

Title: Chairman & CEO

ASSIGNEE:

HPT GEARY PROPERTIES TRUST,
a Maryland real estate investment trust,
ultimate successor-in-interest to
Geary Hotel Holdings, LLC

By: _____

Name: John G. Murray

Title: President

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed by the undersigned officers thereunto duly authorized this 8th day of May, 2018.

ASSIGNOR:

MORGANS GROUP LLC,
a Delaware limited liability company

By: MORGANS HOTEL GROUP CO. LLC,
a Delaware limited liability company,
its managing member

By: SBE ENT HOLDINGS, LLC
a Delaware limited liability company,
its sole member

By: _____
Name: Sam Nazarian
Title: Chairman & CEO

ASSIGNEE:

HPT GEARY PROPERTIES TRUST,
a Maryland real estate investment trust,
ultimate successor-in-interest to
Geary Hotel Holdings, LLC

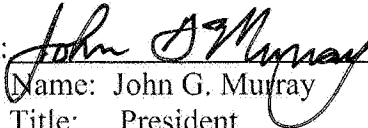
By:  _____
Name: John G. Murray
Title: President

EXHIBIT E-1
DEED OF ASSIGNMENT OF TRADEMARKS

EXHIBIT 1

Schedule of Trademarks

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
CLIFT HOTEL	U.S. Reg. No. 2412031	12/12/2000
REDWOOD ROOM	U.S. Reg. No. 4630997	11/4/2014
VELVET ROOM	Reg. No. 66705 (California) (Renewal Reg. No. 101168)	8/26/2010 8/26/2015