

07-31-2001

7-1300



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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

#### Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

#### Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

07/31/2001 RANNE1 00000020 192385 75806970

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 CH  
500.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002337 FRAME: 0375

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75806970"/>	<input type="text" value="76054546"/>	<input type="text"/>	<input type="text" value="1841020"/>	<input type="text" value="1837170"/>	<input type="text" value="1799853"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1798399"/>	<input type="text" value="1799854"/>	<input type="text" value="1803514"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1858315"/>	<input type="text" value="1809245"/>	<input type="text" value="2333114"/>

**Number of Properties** Enter the total number of properties involved.

#

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

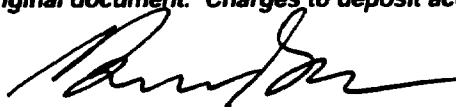
Authorization to charge additional fees:

Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Bruce Goldner



July 13, 2001

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
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**Registration Number(s)**

1804694	1803516	1797821
1803281	1819028	1845304
1802172	1802450	1803515
1803258	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (the "Agreement") is made and entered into as of April 17, 2001 (the "Effective Date") by and between 76 MADISON, L.L.C., a Delaware limited liability company and THE CARLYLE, LLC, a Delaware limited liability company (collectively, and each individually, hereinafter referred to as "Grantor"), each with its principal offices c/o Maritz, Wolff & Co., 7701 Forsythe, Suite 1025, St. Louis, Missouri 63105 and CARLYLE FINANCE LLC, a Delaware limited liability company, with its principal offices at c/o Peter Sharp & Company, 545 Madison Avenue, 11<sup>th</sup> Floor, New York, New York 10022 (hereinafter referred to as "Secured Party").

### WITNESSETH

WHEREAS, Grantor and Secured Party, have entered into that certain Loan Agreement (the "Loan Agreement") dated as of the date hereof;

WHEREAS, Grantor has acquired and now holds certain rights to use the Marks (as hereafter defined) pursuant to that certain Purchase and Sale Agreement, dated as of the date hereof, by and between Seller (as defined in the Loan Agreement) and Grantor; and

WHEREAS, pursuant to the Loan Agreement, Grantor has agreed to grant Secured Party a continuing first priority security interest in and lien upon the Grantor's right, title and interest in the Collateral (as hereinafter defined) in order to secure the Obligations (as defined in the Loan Agreement).

NOW, THEREFORE, in consideration of the foregoing and the respective agreements and conditions contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

#### 1. DEFINITIONS.

1.1. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

1.2. "*Collateral*" shall mean, except to the extent the following is pledged to the holder of the Mortgage (as defined in the Loan Agreement) as of the date hereof or the inclusion of same within the definition of Collateral hereunder is prohibited by the terms of the Mortgage as of the date hereof (it being agreed that to

the extent any of the following is pledged to the holder of the Mortgage or is so prohibited by the terms of the Mortgage as of the date hereof, same shall be deemed Collateral as of the date that same shall cease to be so pledged and prohibited), all of Grantor's right, title, and interest, whether now owned or hereafter acquired, in and to: (i) the Marks, (ii) the goodwill associated with the Marks, and (iii) all proceeds of the foregoing.

1.3. "*Event of Default*" shall mean an Event of Default as defined in the Loan Agreement or any default or breach of this Agreement by Grantor which continues for 30 days after written notice thereof has been given to the Grantor by Secured Party, provided that if such default cannot be reasonably cured with due diligence within such 30 day period and Grantor has commenced and thereafter diligently prosecutes such cure to completion, then such 30 days shall be extended for up to an additional 150 days from the expiration of the initial 30 day period.

1.4. "*Marks*" shall mean any and all of the following: "Hotel Carlyle", "Carlyle", and "Carlyle Hotel", and the Additional Marks which were acquired by Grantor pursuant to the Purchase Agreement (as defined in the Loan Agreement) or which are otherwise owned by Grantor in connection with the Hotel Carlyle Business (as defined in the Loan Agreement). Grantor hereby represents and warrants to Secured Party that all applications and registrations for the Marks which are currently owned by the Grantor are set forth on Schedule A hereto.

1.5. "*Additional Marks*" shall mean any and all trademarks, service marks, names, source identifiers, business names, fictional names or "d/b/a's," logos, slogans, and stylized renderings of any of the foregoing, and any and all registrations or applications therefor, whether now in existence, or hereafter filed or issued, that include the word "Carlyle" and/or the whether in block print or in logo form and whether alone, as part of a phrase or design, or in a derivative form, and any contractions, abbreviations, translations, or variations thereof.

1.6. "*UCC*" shall mean the Uniform Commercial Code as in effect from time to time in the State of New York, U.S.A.

## 2. GRANT OF SECURITY INTEREST

To secure the Obligations, Grantor hereby grants to Secured Party as collateral security a continuing first priority security interest in and lien upon the Collateral, subject, however, to any security interests or other lien, encumbrance, or

grants or rights, in whole or in part, if any, which may have been granted by Seller (as defined in the Loan Agreement) prior to the date hereof.

### 3. REPRESENTATIONS AND WARRANTIES

Grantor represents and warrants to Secured Party, as of the date hereof, which representations and warranties shall survive execution and delivery of this Agreement, as follows:

(a) Grantor is authorized to enter into this Agreement, and to Grantor's actual knowledge its entry into this Agreement is not and would not, with the passage of time, be in breach or violation of any governmental order or law or the contractual rights of any third party (by contract or otherwise);

(b) (i) to Grantor's actual knowledge, the Collateral is not now subject to any security interest in favor of any Person other than Secured Party, and (ii) there is no effective financing statement or other document or instrument now signed or on file in any United States public office granting a security interest in or otherwise encumbering any part of the Collateral; and

(c) The Collateral shall not become subject to any security interest in favor of any Person other than Secured Party so long as this Agreement remains in effect. So long as this Agreement remains in effect, Grantor will not execute, and there will not be on file in any public office, any such financing statement or other document or instruments, except financing statements filed or to be filed in favor of Secured Party.

### 4. COVENANTS

Grantor covenants and agrees with Secured Party that from and after the date of this Agreement:

(a) Grantor will, from time to time, promptly execute, deliver, file and record all further instruments, endorsements and other documents, and take such further action as may be reasonably necessary for the perfection of the security interest of the Secured Party hereunder or for obtaining the benefits of the rights, remedies and powers herein granted, including, without limitation, the following:

(i) the filing of any financing statements under the UCC in effect in any jurisdiction with respect to the liens and security interests granted hereby. A photocopy or other reproduction of this Agreement shall be sufficient as a financing statement and may be filed in lieu of the original to the extent permitted by applicable law;

(ii) the filing or recordation of any other document, including without limitation the filing of any document in the U.S. Patent and Trademark Office, reasonably necessary to acknowledge, confirm, register, record or perfect Secured Party's interest in any of the Collateral;

(iii) the taking of all such other acts as may be reasonably necessary for the purpose of carrying out the terms of this Agreement; and

(b) the actual out-of-pocket expenses for taking of the foregoing actions by Grantor or Secured Party shall be paid by Grantor. Grantor shall pay such costs within thirty (30) days of the Secured Party's demand therefor. Grantor will not change its name or the location of its chief executive office without (i) giving Secured Party at least thirty (30) days' prior written notice clearly describing such new name or location and providing such other information in connection therewith as Secured Party may reasonably request, and (ii) taking all action reasonably necessary to maintain the security interest of Secured Party in the Collateral intended to be granted hereby as perfected with the same priority and in full force and effect.

## **5. NEW COLLATERAL**

To the extent that Grantor acquires any right, title and interest to assets of a type set forth under, and as limited by, the definition of "Collateral" hereunder such rights shall automatically be deemed "Collateral" hereunder and shall be subject to the security interest and lien granted to Secured Party hereunder.

## **6. RIGHTS AND REMEDIES UPON AN EVENT OF DEFAULT**

6.1. If any Event of Default shall have occurred and be continuing, then Secured Party, in addition to other rights and remedies provided for herein or in the Loan Agreement and any rights now or hereafter existing under applicable law, shall have all rights and remedies as a secured party under the UCC in all relevant jurisdictions in respect of the Collateral.

6.2. Following an Event of Default which shall have occurred and is continuing, Secured Party may make any transfer, assignment or disposition (a "Transfer") of any of the Collateral. Any such Transfer which shall be a private sale or other private proceeding shall be made upon not less than ten (10) days' written notice to Grantor specifying the time at which such Transfer is to be made and the intended sale price or other consideration therefor, and shall be subject, for the ten (10) days after the giving of such notice, to the right of Grantor or any nominee of Grantor to acquire the Collateral involved at a price or for such other consideration at least equal to the intended sale price or other consideration so specified. Any such Transfer which shall be a public sale shall be made upon not less than ten (10) days' written notice to Grantor specifying the time and place of such sale and, in the absence of applicable requirements of law, shall be by public auction, after publication of notice of such auction not less than ten (10) days prior thereto in two newspapers in general circulation in the jurisdiction in which such auction is to be held. Secured Party may bid for and become the purchaser of the Collateral or any item thereof offered for sale in accordance with this Section. If, under mandatory requirements of applicable law, Secured Party shall be required to make a Transfer of the Collateral within a period of time which does not permit the giving of notice to Grantor as hereinabove specified, then Secured Party shall give Grantor such notice of Transfer as shall be possible in view of such mandatory requirements of applicable law.

6.3. Upon the occurrence and continuance of an Event of Default, Secured Party shall have the right at any time to make any payments and do any other acts Secured Party may deem necessary to protect its security interests in the Collateral, including, without limitation, the rights to pay, purchase, contest or compromise any encumbrance, charge or lien which, in the reasonable judgment of Secured Party appears to be prior to or superior to the security interests granted hereunder in the Collateral, and appear in and defend any action or proceeding purporting to affect its security interests in, and/or the value of, the Collateral.

## **7. TERMINATION OF SECURITY AGREEMENT**

7.1. Upon satisfaction in full of the Obligations this Agreement shall automatically terminate and Secured Party, at the request of Grantor, will promptly execute and deliver to Grantor the proper instruments acknowledging such termination and will duly, without recourse, representation or warranty of any kind whatsoever, release such of the Collateral not therefore disposed of, applied or released from the security interest and lien created hereby.



8. MISCELLANEOUS.

8.1. Notices. All notices required or permitted by this Agreement to be given shall be made in accordance with the Loan Agreement.

8.2. Governing Law; Submission to Jurisdiction.

(a) THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAW).

(b) Any legal action or proceeding with respect to this Agreement and any action for enforcement of any judgment in respect thereof may be brought in the courts of the State of New York or of the United States of America for the Southern District of New York, and, by execution and delivery of this Agreement, Grantor and Secured Party hereby accept for themselves and in respect of their property, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts and appellate courts from any thereof. Grantor and Secured Party irrevocably consent to the service of process out of any of the aforementioned courts in any such action or proceeding by the hand delivery, or mailing of copies thereof by registered or certified mail, postage prepaid, to the Grantor or Secured Party at their respective addresses set forth below and Grantor also hereby irrevocably appoints Stroock & Stroock & Lavan LLP, having an address at 180 Maiden Lane, New York, New York 10038, as Grantor's agent for service of such process hereunder. The Grantor and Secured Party hereby irrevocably waive any objection which either may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement brought in the courts referred to above and hereby further irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum. Nothing herein shall affect the right of Secured Party to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against the Grantor in any other jurisdiction.

8.3. Entire Agreement; Modifications. This Agreement and the other Loan Documents embody the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements with respect thereto.

This Agreement may not be amended or modified, except by a written instrument signed by the party against whom such modification or amendment is to be enforced.

8.4. Binding Effect. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

8.5. Transfer by Secured Party. Secured Party may Transfer its rights in and to this Agreement, subject to the provisions of Section 9.22 of the Loan Agreement.

8.6. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall together constitute one and the same instrument, and shall become effective when one or more counterparts have been signed by Secured Party and delivered to Grantor and one or more counterparts have been signed by Grantor and delivered to Secured Party.

8.7. This Agreement is subject to the provisions of Section 6.3 of the Loan Agreement.

## 9. SUBSTITUTION OF COLLATERAL.

In the event that Grantor or any Affiliate of Grantor shall acquire any right, title or interest with respect to any assets of a type set forth under, and as limited by, the definition of "Collateral" hereunder, pursuant to a license or similar agreement with Hotel Carlyle Owners Corporation or any other party then Grantor shall promptly (i) sublicense, or cause such Affiliate of Grantor to sublicense, such rights and interests licensed under such license or similar agreement to Grantor, and (ii) as security for the Obligations, execute and deliver to Secured Party a pledge and security agreement granting Secured Party a first priority lien and security interest in such rights and interests described in such sublicense, such sublicense and pledge and security agreement to be in the form and substance of this Agreement except that the Collateral described herein shall be replaced with the rights and interests licensed under such sublicense provided that such rights and interests include all of the Collateral hereunder and provided further that (A) Secured Party shall have a perfected first priority security interest in the rights and interests described in the sublicense, and (B) no Collateral under this Agreement shall be released until all applicable preference, voidable transfer, and fraudulent conveyance periods under applicable bankruptcy law have expired with respect to the granting of the security

interest to Secured Party by Grantor of the rights and interests sublicensed under such sublicense.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date and year first above written.

GRANTOR

76 MADISON, L.L.C.,  
a Delaware limited liability company

By: Hotel Value Fund, L.P.,  
a Delaware limited partnership,  
a member

By: Hotel Equity Fund VI, L.P.,  
a Delaware limited partnership,  
its general partner

By: Hotel Capital Partners VI, L.P., a Dela-  
ware limited partnership, its general  
partner

By: MW Partners VI, L.L.C., a Delaware  
limited liability company, one of its  
general partners

By: Maritz Family Partners, L.P., a Missouri  
limited partnership

By:

  
Name: Philip F. Maritz  
Title: General partner

THE CARLYLE, LLC,  
a Delaware limited liability company

By: Hotel Value Fund, L.P.,  
a Delaware limited partnership,  
a member


By: Hotel Equity Fund VI, L.P.,  
a Delaware limited partnership,  
its general partner

By: Hotel Capital Partners VI, L.P., a Dela-  
ware limited partnership, its general  
partner

By: MW Partners VI, L.L.C., a Delaware  
limited liability company, one of its  
general partners

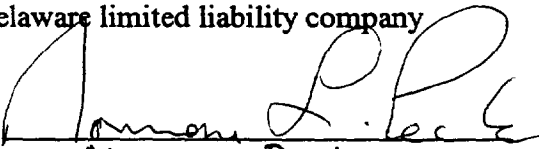
By: Maritz Family Partners, L.P., a Missouri  
limited partnership

By:

  
Name: Philip F. Maritz  
Title: General partner

SECURED PARTY

CARLYLE FINANCE LLC,  
a Delaware limited liability company

By:   
Name: Norman Peck  
Title: Manager

SCHEDULE A to Trademark Security Agreement

Applications and Registrations

(See Attached)

# Hotel Carlyle Management Corporation Trademark Portfolio

Mark	Goods/Services	IC	Status	Filing Date	Application No.	Reg. Date	Registration No.
UNITED STATES	BEMELMANS BAR	42	REGISTERED	2/25/93	74/363,561	6/21/94	1,641,020
			REGISTERED	2/25/93	74/363,553	5/17/94	1,837,170
	CAFÉ CARLYLE	42	REGISTERED	2/25/93	74/363,557	10/19/93	1,799,853
			REGISTERED	2/25/93	74/363,558	10/12/93	1,798,399
	CAFÉ CARLYLE AND DESIGN	42	REGISTERED	2/25/93	74/363,562	10/19/93	1,799,854
			REGISTERED	2/25/93	74/363,551	11/9/93	1,802,514
	CAFÉ CARLYLE WITH STYLIZED LETTERS	42	REGISTERED	2/25/93	74/363,376	10/18/94	1,858,315
			REGISTERED	2/25/93	74/363,380	12/7/93	1,809,245
	CARLYLE AND DESIGN	03	REGISTERED	2/25/93	74/363,376	10/18/94	1,858,315
			REGISTERED	2/25/93	74/363,380	12/7/93	1,809,245
SKADDEN ARPS	18	REGISTERED	6/9/99	75/725,679	3/21/00	2,333,114	
		REGISTERED	2/25/93	74/363,559	11/18/93	1,804,694	
11:39	THE CARLYLE	03	ALLOWED	9/23/99	75/806,970		
			PENDING	5/23/00	78/054,546		



Hotel Carlyle Management Corporation Trademark Portfolio

Mark	Goods/Services	IC	Status	Filing Date	Application No.	Reg. Date	Registration No.
<i>UNITED STATES Continued</i>							
THE CARLYLE	HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITY AND HEALTH SPA SERVICES	42	REGISTERED	2/25/93	74/363,556	11/9/93	1,803,516
THE CARLYLE AND DESIGN	PAPER PRODUCTS, NAMELY, COCKTAIL NAPKINS, BEVERAGE NAPKINS, AND BEVERAGE COASTERS	16	REGISTERED	2/25/93	74/363,377	10/12/93	1,797,821
	GLASSES (DRINKING); NAMELY, WINE GLASSES, STEM GLASSES AND BAR GLASSES	21	REGISTERED	2/25/93	74/363,379	11/9/93	1,803,281
	CLOTHING, NAMELY, POLO SHIRTS, T-SHIRTS AND SWEATSHIRTS	25	REGISTERED	2/25/93	74/363,552	2/1/94	1,819,028
	SOAP FOR HANDS, FACE AND BODY	03	REGISTERED	2/25/93	74/363,560	7/19/94	1,845,304
THE CARLYLE WITH STYLIZED LETTERS	CLOTHING; NAMELY, BATHROBES	25	REGISTERED	2/25/93	74/363,381	11/2/93	1,802,172
	HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITY AND HEALTH SPA SERVICES	42	REGISTERED	2/25/93	74/363,554	11/2/93	1,802,450
	HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITY AND HEALTH SPA SERVICES	42	REGISTERED	2/25/93	74/363,555	11/9/93	1,803,515
	UMBRELLAS	18	REGISTERED	2/25/93	74/363,378	11/9/93	1,803,258
ANTIGUA & BARBUDA			MAILED				
THE CARLYLE							
ARGENTINA							
	HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES	42	PENDING	5/28/98	2220994		

# Hotel Carlyle Management Corporation Trademark Portfolio

Mark	Goods/Services	IC	Status	Filing Date	Application No.	Reg. Date	Registration No.
<b>AUSTRALIA</b>							
THE CARLYLE	HOTEL, RESTAURANT, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES	42	REGISTERED	5/24/99	795008	7/15/00	795008
	CABARET SERVICES	41	REGISTERED	5/24/99	795008	7/15/00	795008
<b>BAHAMAS</b>							
THE CARLYLE	ALL GOODS INCLUDED IN LOCAL CLASS 39 (PRINTED MATTER)	39	PENDING	7/5/99	21741		
	CAPS, BATHROBES, SHIRTS, T-SHIRTS, SWEATSHIRTS, BLAZERS, JACKETS, NECKTIES, PALAMAS, SWEATERS AND SOCKS IN LOCAL CLASS 38	38	PENDING	7/23/99	21779		
<b>BERMUDA</b>							
THE CARLYLE	HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES	42	PUBLISHED	5/28/99	0030716	10/9/00	30716
<b>BRAZIL</b>							
THE CARLYLE	HOTEL SERVICES IN LOCAL CLASS 38.50; RESTAURANT, COCKTAIL LOUNGE SERVICES IN LOCAL CLASS 38.60	38	PENDING	8/23/99	821920073		
	BANQUET FACILITIES SERVICES IN LOCAL CLASS 40.20; HEALTH SPA SERVICES IN LOCAL CLASS 40.75	40	PENDING	8/23/99	812920065		

Hotel Carlyle Management Corporation Trademark Portfolio

Mark	Goods/Services	IC	Status	Filing Date	Application No.	Reg. Date	Registration No.
<b>BRITISH VIRGIN ISLANDS</b>							
			REGISTERED	7/5/99	1844	10/5/00	1844
THE CARLYLE							
<b>CANADA</b>							
THE CARLYLE	HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES	42	PENDING	5/31/99	1017243		
	SOAP FOR HANDS, FACE AND BODY; GLASSES (DRINKING), NAMELY, WINE GLASSES, STEM GLASSES AND BAR GLASSES; CLOTHING, NAMELY, BATHROBES, CAPS, SHIRTS, BLAZERS, NECKTIES, PAJAMAS, SWEATERS, SOCKS, POLO SHIRTS, T-SHIRTS, SWEATSHIRTS; ASHTRAYS, NOT OF PRECIOUS MET	NA	PENDING	5/31/99	1017243		
<b>CHINA</b>							
THE CARLYLE	HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES	42	REGISTERED	7/6/99	9900077731	10/7/00	1455840
<b>CUBA</b>							
THE CARLYLE	HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES	42	PENDING	5/21/99	828/99		
<b>EGYPT</b>							
THE CARLYLE	HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES	42	PENDING	5/30/99	124204		

# Hotel Carlyle Management Corporation Trademark Portfolio

Mark	Goods/Services	IC	Status	Filing Date	Application No.	Reg. Date	Registration No
<b>EUROPEAN UNION (CTM)</b>							
CAFE CARLYLE	RESTAURANT, CAFE, CABARET AND COCKTAIL LOUNGE SERVICES	42	PENDING	8/5/00	1692912		
THE CARLYLE	HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES	42	REGISTERED	5/21/99	1180918	7/31/00	001180918
	CLOTHING, NAMELY, CAPS, BATHROBES, SHIRTS, T-SHIRTS AND SWEATSHIRTS	25	REGISTERED	5/21/99	1180918	7/31/00	001180918
	TOILETRIES, LOTIONS, SHAMPOO, HAIR CONDITIONER, SOAPS, SKIN LOTIONS ALL DISTRIBUTED IN ASSOCIATION WITH HOTEL SERVICES	03	REGISTERED	5/21/99	1180918	7/31/00	001180918
<b>FEDERATION OF RUSSIA</b>							
THE CARLYLE	HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES	42	PENDING	5/24/99	99707661		
<b>FIJI</b>							
THE CARLYLE	PAPER PRODUCTS, NAMELY, COCKTAIL NAPKINS, BEVERAGE NAPKINS AND BEVERAGE COASTERS IN FIJI CLASS 39	16	PENDING	7/15/99	262/99		
<b>HONG KONG</b>							
THE CARLYLE	HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE SERVICES; BANQUET SERVICES AND HEALTH SPA SERVICES	42	REGISTERED	5/25/99	9906665	1/19/00	12002000

Hotel Carlyle Management Corporation Trademark Portfolio

Mark	Goods/Services	IC	Status	Filing Date	Application No.	Reg. Date	Registration No
INDIA	PAPER, CARDBOARD AND GOODS MADE FROM THESE MATERIALS; PRINTED MATTER; STATIONERY; OFFICE REQUISITES; INSTRUCTIONAL AND TEACHING MATERIAL; PLASTIC MATERIALS FOR PACKAGING ALL GOODS INCLUDED IN CLASS 16	16	PENDING	6/14/99	860909		
THE CARLYLE	CLOTHING INCLUDING CAPS, BATHROBES, SHIRTS, T-SHIRTS, SWEATSHIRTS, BLAZERS, JACKETS, NECKTIES, PALMAMS, SWEATERS AND SOCKS	25	PENDING	6/14/99	860910		
ISRAEL	HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES	42	PUBLISHED	5/24/99	127981	4/6/00	127981
THE CARLYLE	HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES	42	REGISTERED	6/7/99	11-050233	9/14/00	4417475
JAPAN	PROVIDING ACCOMMODATIONS, MEDIATING OR ACTING AS AGENT FOR CONTRACT OF PROVISION OF ACCOMMODATIONS; PROVIDING FOOD AND DRINKS, PROVIDING ALCOHOL DRINKS; PROVIDING SPA FACILITIES, PROVIDING BANQUET FACILITIES	42	REGISTERED	6/7/99	11-050233	9/14/00	4417475
THE CARLYLE	PROVIDING ACCOMMODATIONS, MEDIATING OR ACTING AS AGENT FOR CONTRACT OF PROVISION OF ACCOMMODATIONS; PROVIDING FOOD AND DRINKS, PROVIDING ALCOHOL DRINKS; PROVIDING SPA FACILITIES, PROVIDING BANQUET FACILITIES	42	REGISTERED	6/7/99	11-050233	9/14/00	4417475
KUWAIT	HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES	42	PENDING	7/29/99	43768		
THE CARLYLE	HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES	42	PENDING	7/29/99	43768		

# Hotel Carlyle Management Corporation Trademark Portfolio

Mark	Goods/Services	IC	Status	Filing Date	Application No.	Reg. Date	Registration No
LEBANON	HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES	42	REGISTERED	6/15/99	80043	6/15/99	80043
THE CARLYLE							
MALAYSIA	HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES, AS PART OF THE HOTEL SERVICES OR FACILITIES	42	PENDING	5/25/99	99/04509		
THE CARLYLE							
MEXICO	RESTAURANT SERVICES (FOOD); TEMPORARY LODGING; HOTEL SERVICES; BAR SERVICES AND SPA SERVICES PROVIDED BY HOTELS	42	REGISTERED	5/24/99	376495	2/22/00	641,979
THE CARLYLE							
MONACO	HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES	42	REGISTERED	6/28/99	N/A	6/29/99	99.20711
THE CARLYLE							
NEPAL	HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES	42	REGISTERED			10/28/99	14608/056
THE CARLYLE							

Hotel Carlyle Management Corporation Trademark Portfolio

Mark	Goods/Services	IC	Status	Filing Date	Application No.	Reg. Date	Registration No
<b>NEW ZEALAND</b>							
THE CARLYLE	HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES	42	PENDING	5/24/99	310074		
<b>NORWAY</b>							
THE CARLYLE	HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES	42	REGISTERED	5/28/99	1999 05074	6/8/00	203,205
<b>PHILIPPINES</b>							
THE CARLYLE	HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES	42	PENDING	5/25/99	4-1999-03660		
<b>SAUDI ARABIA</b>							
THE CARLYLE	HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES	42	REGISTERED	10/11/98	523/95	3/7/00	95523
<b>SINGAPORE</b>							
THE CARLYLE	HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES	42	PENDING	5/25/99	T99/05353Z		

Hotel Carlyle Management Corporation Trademark Portfolio

Mark	Goods/Services	IC	Status	Filing Date	Application No.	Reg. Date	Registration No
SWITZERLAND	HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES	42	REGISTERED	6/7/99	0495941899	12/8/99	468614
THE CARLYLE							
TAIWAN	HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES	42	REGISTERED	5/24/99	88023760	7/16/00	126895
THE CARLYLE							
THAILAND	HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES	42	PENDING	7/2/99	391615		
THE CARLYLE							
TURKEY	HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES	42	PENDING	7/7/99	5610399		
THE CARLYLE							
UNITED KINGDOM	HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES	42	REGISTERED	7/5/99	2202123	7/5/99	2202123
THE CARLYLE							



Hotel Carlyle Management Corporation Trademark Portfolio

Mark	Goods/Services	IC	Status	Filing Date	Application No.	Reg. Date	Registration No
<b>VENEZUELA</b>							
THE CARLYLE	HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES	42	PENDING	5/31/99	9278-99		
<b>VIETNAM</b>							
THE CARLYLE	HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES	42	PENDING	7/1/99	N891728		

**Domain Name Chart**  
**December 18, 2000**

The following includes all records in Internic *but does not include all domain names registered through register.com and the other new registering entities.*

<b>Domain Name</b>	<b>Owner of Record</b>
thecarlylehotelnewyork.com	Hotel Carlyle
thehotelcarlyle.com	Hotel Carlyle



HOME MAKE CHANGES PRODUCTS & SERVICES SITEMAP HELP



WHOIS

> Back to Home Page

www.

.tv

What's the #1 sign of trust on the Web?

Search Results

Registrant:
Hotel Carlyle (THECARLYLEHOTELNEWYORK-DOM)
35 East 76th Street
New York, NY 10021
US

Domain Name: THECARLYLEHOTELNEWYORK.COM

Administrative Contact, Billing Contact:
Meeks, William (WM4885) WilliamAMeeks@PRODIGY.NET
Hotel Carlyle
35 East 76th Street
New York, NY 10021
212-744-1600 (FAX) 212-386-2098

Technical Contact:
Registrar, Domain (RI52-ORG) domain-registrar@REGISTER.COM
Register.com
575 8th Avenue - 11th Floor
New York, NY 10018
USA
212-798-9200 Fax- 212-628-9305 Fax - 212-628-9305

Record last updated on 03-Apr-1999.
Record expires on 03-Apr-2001.
Record created on 03-Apr-1999.
Database last updated on 18-Dec-2000 09:59:18 EST.

Domain servers in listed order:

DNS11.REGISTER.COM 209.87.80.229
DNS12.REGISTER.COM 209.87.80.230

Look up another domain name using WHOIS:



Search input field with 'SEARCH' button

To look up a NIC handle, host name, or registrant, use the keywords below:

- To search by NIC handle for...
To search by name, type...
To search by company name, type...
To search by domain name...
To search by IP address...
To search by... of... .com

For advanced WHOIS search instructions please see our WHOIS Help.

Search our dot com directory to find businesses online.

Use IdNames' services register your name in more than 50 countries.



MyComputer.com



Tools to power your eBusiness

Stats, Counters, Guestbooks, Message Boards, Search Engine Submission.

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WHOIS

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Keep Hackers:

Search Domain Name

Registrant:
Hotel Carlyle (THEHOTELCARLYLE-DOM)
35 East 76th Street
New York, NY 10021
US

Domain Name: THEHOTELCARLYLE.COM

Administrative Contact, Billing Contact:
Meeks, William (WM4885) WilliamAMeeks@PRODIGY.NET
Hotel Carlyle
35 East 76th Street
New York, NY 10021
212-744-1600 (FAX) 212-396-2098

Technical Contact:
Registrar, Domain (RI52-ORG) domain-registrar@REGISTER.COM
Register.com
575 8th Avenue - 11th Floor
New York, NY 10018
USA
212-798-9200 Fax- 212-629-9305 Fax- - 212-629-9305

Record last updated on 03-Apr-1999.
Record expires on 03-Apr-2001.
Record created on 03-Apr-1999.
Database last updated on 18-Dec-2000 03:58:13 EST.

Domain servers in listed order:

DNS11.REGISTER.COM 209.67.50.233
DNS12.REGISTER.COM 209.67.50.234

Look up another domain name using WHOIS:



Search input field with Search button

To look up a NIC handle, host name, or registrant, use the keywords below:

- To search by NIC handle (or contact), type "handle WA3509"
To search by name, type "name lastname, firstname"
To search by company name, type "name The Sample Corporation"
To search by domain name, type "example.com"
To search by IP address, type "host 121.23.2.7"
To search by host or nameserver name, type "host ns1.worldnic.com"

For advanced WHOIS search instructions please see our WHOIS Help.

Search our dot com directory to find businesses online.

05/01/2001  
700005111

FORM PTO-1518A  
Expires 05/2006  
OMB 0581-0027

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year  
\_\_\_\_\_
- Merger
- Change of Name
- Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Name Hotel Carlyle Management Corp.

Execution Date  
Month Day Year  
04 17 2001

Formerly \_\_\_\_\_

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization New York

Receiving Party

Mark if additional names of receiving parties attached

Name The Carlyle, LLC

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) c/o Mantz, Wolff & Co.

Address (line 2) 7701 Forsythe, Suite 1025

Address (line 3) St. Louis Missouri 63106  
City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other Limited Liability Company

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization Delaware

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Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

FORM PTO-1618B  
Expires 06/30/99  
OMB 0891-0027

Page 2

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75806970"/>	<input type="text" value="76054546"/>	<input type="text"/>	<input type="text" value="1841020"/>	<input type="text" value="1837170"/>	<input type="text" value="1799853"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1798399"/>	<input type="text" value="1799854"/>	<input type="text" value="1803514"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1858315"/>	<input type="text" value="1809245"/>	<input type="text" value="2333114"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed  Deposit Account

**Deposit Account**

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Bruce Goldner

May 1, 2001

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

FORM PTO-1618C  
Expires 05/01/99  
OMB 0661-0027

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/KA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

New York

10022

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

1804694	1803516	1797821
1803281	1818028	1845304
1802172	1802480	1803515
1803258		



002239/0594 PAGE 2

APPLICATION NUMBER: 76054546 FILING DATE: 05/23/2000  
REGISTRATION NUMBER: ISSUE DATE:

MARK: THE CARLYLE  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74363561 FILING DATE: 02/25/1993  
REGISTRATION NUMBER: 1841020 ISSUE DATE: 06/21/1994

MARK: BEMELMANS BAR  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74363558 FILING DATE: 02/25/1993  
REGISTRATION NUMBER: 1798399 ISSUE DATE: 10/12/1993

MARK: CAFE CARLYLE  
DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 74363376 FILING DATE: 02/25/1993  
REGISTRATION NUMBER: 1858315 ISSUE DATE: 10/18/1994

MARK: CARLYLE  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 74363553 FILING DATE: 02/25/1993  
REGISTRATION NUMBER: 1837170 ISSUE DATE: 05/17/1994

MARK: BEMELMANS BAR  
DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 74363562 FILING DATE: 02/25/1993  
REGISTRATION NUMBER: 1799854 ISSUE DATE: 10/19/1993

MARK: CAFE CARLYLE  
DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 74363380 FILING DATE: 02/25/1993  
REGISTRATION NUMBER: 1809245 ISSUE DATE: 12/07/1993

MARK: CARLYLE  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 74363557 FILING DATE: 02/25/1993  
REGISTRATION NUMBER: 1799853 ISSUE DATE: 10/19/1993

MARK: CAFE CARLYLE  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74363551 FILING DATE: 02/25/1993  
REGISTRATION NUMBER: 1803514 ISSUE DATE: 11/09/1993

MARK: CARLYLE  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

002239/0594 PAGE 3

APPLICATION NUMBER: 75725679  
REGISTRATION NUMBER: 2333114FILING DATE: 06/09/1999  
ISSUE DATE: 03/21/2000MARK: THE CARLYLE  
DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERSAPPLICATION NUMBER: 74363559  
REGISTRATION NUMBER: 1804694FILING DATE: 02/25/1993  
ISSUE DATE: 11/16/1993MARK: CARLYLE  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGNAPPLICATION NUMBER: 74363379  
REGISTRATION NUMBER: 1803281FILING DATE: 02/25/1993  
ISSUE DATE: 11/09/1993MARK: THE CARLYLE  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGNAPPLICATION NUMBER: 74363381  
REGISTRATION NUMBER: 1802172FILING DATE: 02/25/1993  
ISSUE DATE: 11/02/1993MARK: THE CARLYLE  
DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERSAPPLICATION NUMBER: 74363378  
REGISTRATION NUMBER: 1803258FILING DATE: 02/25/1993  
ISSUE DATE: 11/09/1993MARK: THE CARLYLE  
DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERSAPPLICATION NUMBER: 74363556  
REGISTRATION NUMBER: 1803516FILING DATE: 02/25/1993  
ISSUE DATE: 11/09/1993MARK: THE CARLYLE  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORMAPPLICATION NUMBER: 74363552  
REGISTRATION NUMBER: 1819028FILING DATE: 02/25/1993  
ISSUE DATE: 02/01/1994MARK: THE CARLYLE  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGNAPPLICATION NUMBER: 74363554  
REGISTRATION NUMBER: 1802450FILING DATE: 02/25/1993  
ISSUE DATE: 11/02/1993MARK: THE CARLYLE  
DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERSAPPLICATION NUMBER: 74363377  
REGISTRATION NUMBER: 1797821FILING DATE: 02/25/1993  
ISSUE DATE: 10/12/1993MARK: THE CARLYLE  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

002239/0594 PAGE 4

APPLICATION NUMBER: 74363560  
REGISTRATION NUMBER: 1845304

FILING DATE: 02/25/1993  
ISSUE DATE: 07/19/1994

MARK: THE CARLYLE  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 74363555  
REGISTRATION NUMBER: 1803515

FILING DATE: 02/25/1993  
ISSUE DATE: 11/09/1993

MARK: THE CARLYLE  
DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

DIANE RUSSELE, PARALEGAL  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

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SKADDEN, ARPS, SLATE, MEAGHER & FLOM

MAY 02, 2001

BRUCE J. GOLDNER  
FOUR TIMES SQUARE  
NEW YORK, NEW YORK 10036-6522

**UNITED STATES DEPARTMENT OF COMMERCE**  
**Patent and Trademark Office**  
 ASSISTANT SECRETARY AND COMMISSIONER  
 OF PATENTS AND TRADEMARKS  
 Washington, D.C. 20231

**\*700005111A\***

\*700005111A\*

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RECORDATION DATE: 05/01/2001

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NUMBER OF PAGES: 29

BRIEF: SECURITY AGREEMENT

## ASSIGNOR:

HOTEL CARLYLE MANAGEMENT CORP.

DOC DATE: 04/17/2001  
CITIZENSHIP: NEW YORK  
ENTITY: CORPORATION

## ASSIGNEE:

CARLYLE, LLC, THE  
C/O MARITZ, WOLFF & CO.  
7701 FORSYTHE, SUITE 1025  
ST. LOUIS, MISSOURI 63105CITIZENSHIP: DELAWARE  
ENTITY: LIMITED LIABILITY COMPANYAPPLICATION NUMBER: 75806970  
REGISTRATION NUMBER:FILING DATE: 09/23/1999  
ISSUE DATE:

MARK: THE CARLYLE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

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July 13, 2001

Diane Russele, Paralegal  
U.S. Patent and Trademark Office  
Assignment Division  
Box Assignments CG-4  
1213 Jefferson Davis Hwy., Suite 320  
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Re: Notice of Recordation 700005111A

Dear Ms. Russele:

We are resubmitting the enclosed Notice of Recordation referenced above which has been recorded at Reel 002239, Frame 0594. Please correct the following:

- Correct the Conveying Party from Hotel Carlyle Management Corp. to The Carlyle, LLC; and
- Correct the Receiving Party from The Carlyle, LLC and Carlyle Finance LLC (although, this company did not appear on the original Notice of Recordation) to Carlyle Finance LLC.

Please charge the additional filing fees to the Skadden, Arps Deposit Account 19-2385 (Our Ref: 962000-211).

Please contact me if you have any questions. We look forward to receiving the corrected Notice of Recordation as soon as possible.

Very truly yours,

  
Kimberley Degrain

Trademark Legal Assistant

Enclosures

cc: Bruce Goldner, Esq.

402661-New York S1A

TRADEMARK  
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**Certificate of Express Mail under 37 CFR 1.10**

Attorney Ref. No.: 036590-1  
Title of Paper: Request for Correction of Security Agreement  
Parties Involved: The Carlyle, LLC and Carlyle Finance LLC  
"Express Mail" Label No.: EL650628072US  
Date of Deposit: July 13, 2001

I hereby certify that the foregoing is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the U.S. Patent and Trademark Office, Box Assignments, Washington, DC 20231

  
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Kimberley Degan