

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment for Security		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Mansion on Forsyth Park, LP		08/31/2006	LIMITED PARTNERSHIP: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Calyon New York Branch, as Agent		
<b>Street Address:</b>	1301 Avenue of the Americas		
<b>Internal Address:</b>	c/o The Calyon Building		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Banking Corporation: FRANCE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78853176	MANSION HOTEL ON FORSYTH PARK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)836-6738		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-836-7052		
<b>Email:</b>	msapienza@kayescholer.com		
<b>Correspondent Name:</b>	Michael Sapienza, Esq.		
<b>Address Line 1:</b>	425 Park Avenue		
<b>Address Line 2:</b>	c/o Kaye Scholer LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>NAME OF SUBMITTER:</b>	Johanne Remy		
<b>Signature:</b>	/s/ Johanne Remy		
<b>Date:</b>	09/08/2006		

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**Total Attachments: 3**

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**SECURITY AGREEMENT**

**(TRADEMARKS)**

WHEREAS, The Mansion on Forsyth Park, LP, a Georgia limited partnership (herein referred to as "Grantor"), has adopted, used and is using the trademarks listed on the annexed Schedule 1 annexed hereto as part hereof, with respect to which trademarks, Borrower has made an application for registration in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantor, certain lenders and Calyon New York Branch, as agent for the lenders (referred to herein as the "Grantee") are parties to that certain Loan Agreement dated as of August 31, 2006 (as amended, modified or supplemented from time to time, the "Loan Agreement"), pursuant to which Grantor has agreed to pay, perform and observe various Obligations (as defined in the Loan Agreement) for the benefit of Agent and Lenders;

WHEREAS, in order to secure the Obligations, Grantor has granted to Grantee a Deed to Secure Debt, Security Agreement and Assignment of Leases and Rents dated as of August 31, 2006 (as amended, modified or supplemented from time to time, the "Deed to Secure Debt");

WHEREAS, pursuant to the Deed to Secure Debt, Grantor has granted to Grantee a security interest in all right, title and interest of Grantor in and to the Trademarks, all applications and registrations thereof, all causes of action which may exist by reason of infringement thereof, and all goodwill of the business symbolized by the Trademarks, and all proceeds thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.


Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Deed to Secure Debt and Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee's address is The Calyon Building, 1301 Avenue of the Americas, New York, New York 10019.

IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be duly executed by its officer thereunto duly authorized as of the 31<sup>st</sup> day of August, 2006.

THE MANSION ON FORSYTH PARK, LP

By: The Mansion Hotel on Forsyth Park, Inc.

By:   
Name: Day B. Dantzler  
Title: Vice President

SCHEDULE I TO SECURITY AGREEMENT

TRADEMARKS

<u>Trademark</u>	<u>Registration No. or (Application No.)</u>	<u>Registration Date or (Application Date)</u>
Mansion Hotel on Forsyth Park	78853176	April 4, 2006