

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Palladium Investors Ltd.		04/10/2007	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CFRI-NCA Palladium Venture, L.L.C.		
Composed Of:	COMPOSED OF CFRI Palladium, L.L.C., a DE LLC, its sole member and manager; and CRI Property Trust, a MD real estate investment trust, its sole member.		
Street Address:	15 Old Danbury Road		
City:	Wilton		
State/Country:	CONNECTICUT		
Postal Code:	05897-0812		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2281839	HOLLYWOOD PALLADIUM	
CORRESPONDENCE DATA			
Fax Number:	(858)481-5028		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-481-5055		
Email:	cwithycombe@allenmatkins.com		
Correspondent Name:	Cheryl A. Withycombe		
Address Line 1:	12348 High Bluff Drive		
Address Line 2:	Suite 100		
Address Line 4:	San Diego, CALIFORNIA 92130-3546		
ATTORNEY DOCKET NUMBER:	C4052-004		
NAME OF SUBMITTER:	Cheryl A. Withycombe		
Signature:	/Cheryl A. Withycombe/		

CH \$40.00 2281839

Date:

07/06/2007

Total Attachments: 4

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**ASSIGNMENT AND ASSUMPTION
OF INTANGIBLE PERSONAL PROPERTY**

This Assignment and Assumption of Intangible Personal Property ("Assignment"), dated as of April 10, 2007, is entered into by and between PALLADIUM INVESTORS, LTD., a California limited partnership ("Assignor"), and CFRI-NCA PALLADIUM VENTURE, L.L.C., a Delaware limited liability company ("Assignee"), with respect to the following facts and circumstances:

RECITALS

A. Assignor and Assignee have previously entered into that certain Purchase Agreement and Joint Escrow Instructions (the "Agreement") dated as of January 31, 2007, as amended by that certain First Amendment to Agreement of Purchase and Sale and Joint Escrow Instructions dated March 13, 2007, and that certain Second Amendment to Agreement of Purchase and Sale and Joint Escrow Instructions dated as of April 10, 2007, for the purchase and sale of the certain real property and improvements located in the City of Los Angeles, County of Los Angeles, State of California, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Real Property"), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor any and all of Assignor's right, title and interest in and to all intangible property, owned or held by Assignor in connection with the Real Property, to the extent the same are transferable to Assignee, including, without limitation, any development rights, land use entitlements, building permits, licenses, permits and certificates, utilities, warranties (including those relating to construction or fabrication), trademarks, service marks and trade names and copyrights, domain name registrations and related websites corresponding to such domain name registrations owned by Seller and used in connection with the ownership or operation of the Real Property, including without limitation the name "Hollywood Palladium" (as specified in trademark registration no. 2,281,839) and the universal resource locator <http://www.hollywoodpalladium.com>, in each case together with the goodwill appurtenant thereto (but excluding the name of Seller or any entity comprising Seller), and/or plans and specifications related to the Real Property or the Tangible Personal Property or any part thereof (collectively, the "Intangible Personal Property").

B. Pursuant to the Agreement, Assignor desires to assign to Assignee all of its right, title and interest in and to the Intangible Personal Property, to the extent the same are assignable to Assignee, and Assignee desires to assume all of the foregoing from Assignor, on the terms and conditions set forth below. All capitalized terms not otherwise defined herein shall have the meanings given them in the Agreement.

NOW, THEREFORE, in consideration of the promises and conditions contained in the Agreement and herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

AGREEMENT

1. Assignment. Assignor hereby assigns to Assignee all of its right, title and interest in and to the Intangible Personal Property, including U.S. Trademark Registration No. 2,281,839 for the mark HOLLYWOOD PALLADIUM, together with the goodwill appurtenant thereto, without any covenant, representation or warranty by, or recourse against, Assignor (except as expressly provided in Section 4, below, and Section 9.1(h) of the Agreement.
2. Assumption. Assignee hereby assumes all of Assignor's right, title and interest in and to the Intangible Personal Property, including without limitation all of Assignor's obligations thereunder accruing on and after the Closing.
3. Exclusions. Notwithstanding anything to the contrary in this Assignment, the Intangible Personal Property does not include, and Assignor shall retain all of its right, title and interest in and to: (1) all of Assignor's accounts, accounts receivable, deposits, deposit accounts, credits, refunds, cash and cash equivalents; (2) any and all computer software used by Assignor in connection with the Real Property but not software, if any, used in connection with the operation of Building systems or the Tangible Personal Property; and (3) any and all rights (including without limitation all intellectual property rights) associated with, related to or arising out of the Retained Tangible Personal Property.
4. Indemnifications. Assignor shall indemnify, defend and hold Assignee harmless from and against any and all claims, liens, damages, demands, causes of action, liabilities, lawsuits, judgments, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees and expenses) suffered or incurred by Assignee by reason of any breach or default of any of Assignor's obligations with respect to the Intangible Personal Property prior to the Closing. Assignee shall indemnify, defend and hold Assignor harmless from any and all claims, liens, damages, demands, causes of action, liabilities, lawsuits, judgments, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees and expenses) suffered or incurred by Assignor by reason of any breach or default of any of Assignee's obligations with respect to the Intangible Personal Property on or after the Closing.
5. Attorneys' Fees. In the event of any action between the parties hereto for the enforcement or interpretation of any of the terms or conditions of this Assignment, the prevailing party in such action shall be entitled to its reasonable costs and expenses, including without limitation attorneys' fees and court costs actually incurred, as awarded by a court of competent jurisdiction.

6. Binding on Successors. This Agreement shall be binding on and inure to the benefit of the successors in interest and assigns of the parties hereto.

7. Governing Law. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of California.

8. Counterparts. This Assignment may be executed in one or more counterparts, all of which, when taken together, shall constitute a single instrument.

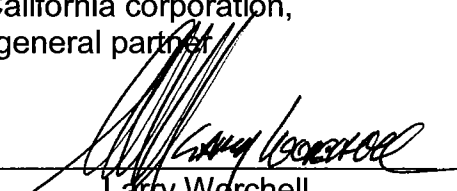
IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the day and year first above written.

"ASSIGNOR":

PALLADIUM INVESTORS, LTD.,
a California limited partnership

By: Palladium Investors, Inc.,
a California corporation,
its general partner

By


Larry Worchell,
Chief Executive Officer

By


Steven G. Ullman,
Vice President

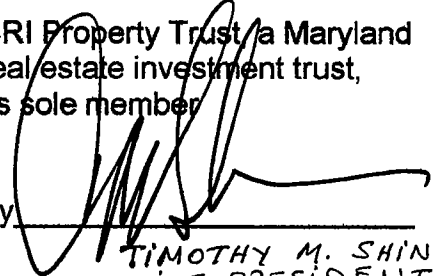
"ASSIGNEE":

CFRI-NCA PALLADIUM VENTURE, L.L.C.,
a Delaware limited liability company

By: CFRI Palladium, L.L.C.,
a Delaware limited liability company,
its sole member and manager

By: CRI Property Trust, a Maryland
real estate investment trust,
its sole member

By



TIMOTHY M. SHINE
VICE PRESIDENT

(Print Name and Title)