

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|--|-------------------------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Windsor Court Hotel LLC | | 09/30/2009 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Windsor Court Hotel Partners, L.L.C. | | |
| Street Address: | 300 Gravier Street | | |
| City: | New Orleans | | |
| State/Country: | LOUISIANA | | |
| Postal Code: | 70130 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3530511 | WINDSOR COURT HOTEL | |
| Registration Number: | 3524056 | WINDSOR COURT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (225)248-3007 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | (504) 582-8454 | | |
| Email: | jwtrademarks@joneswalker.com | | |
| Correspondent Name: | Christopher M. Capitelli | | |
| Address Line 1: | 201 St. Charles Avenue, 50th Floor | | |
| Address Line 4: | New Orleans, LOUISIANA 70170 | | |
| ATTORNEY DOCKET NUMBER: | 116971-00 | | |
| NAME OF SUBMITTER: | Christopher M. Capitelli | | |
| Signature: | /christopherm.capitelli/ | | |

CH \$65.00 3530511

900144803

**TRADEMARK
 REEL: 004074 FRAME: 0887**

Date:

10/07/2009

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT dated as of October 2, 2009, made by Windsor Court Hotel LLC, a Delaware limited liability company and Windsor Court Hotel Limited Partnership (together, "**Assignor**"), in favor of Windsor Court Hotel Partners, L.L.C., a Delaware limited liability company ("**Assignee**").

WHEREAS, Assignor is the owner of the marks listed on Schedule TM attached hereto (together with all registrations and applications for registration therefore) for the goods and/or services identified therein (the "**Marks**").

WHEREAS, Assignee desires to acquire the Marks and any and all goodwill associated with the Marks;

WHEREAS, pursuant to the Purchase and Sale Agreement dated as of July 10, 2009, among Assignor, Assignee and Windsor Court Hotel Limited Partnership, Assignor agreed to assign to Assignee all right, title and interest in and to the Marks and any and all goodwill associated with the Marks.

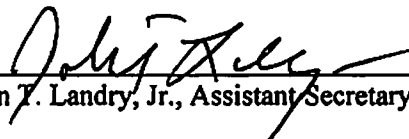
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers, assigns, and otherwise conveys to Assignee, all of Assignor's right, title, and interest in and to the Marks, along with the following:

- (a) the goodwill of the business symbolized by and associated with the Marks;
- (b) that portion of Assignor's ongoing and existing business in connection with which it has a bona fide intent to use the Marks that was filed on an intent-to-use basis and for which an Amendment to Allege Use or a Statement of Use has not yet been filed and accepted by the relevant Trademark Office or other governing authority;
- (c) all rights to proceeds of the foregoing, including, without limitation, any claim by Assignor against third parties for past, present, or future infringement of the Marks; and
- (d) all benefit of the Marks.

Assignor has caused this Trademark Assignment to be duly executed and authorized as of the date hereof.

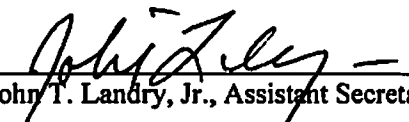
ASSIGNOR:

WINDSOR COURT HOTEL LLC,
a Delaware limited liability company

By: 
John T. Landry, Jr., Assistant Secretary

**WINDSOR COURT HOTEL LIMITED
PARTNERSHIP,** a Delaware limited partnership

By: Windsor Court Hotel, Inc.,
General Partner

By: 
John T. Landry, Jr., Assistant Secretary

STATE OF NEW YORK

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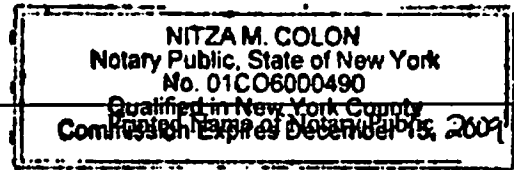
COUNTY OF NEW YORK

This instrument was acknowledged before me this 30th day of September, 2009,
by John T. Landry, Jr., an individual residing in the county of New York.

Nitza M. Colon

Notary Public

State of _____



TRADEMARK

REEL: 004074 FRAME: 0890

SCHEDULE TM

The Marks

| Federal Marks | | | | |
|---------------------------------------|---|---------------------------|---------------------------------------|---------------------------------|
| <u>Mark</u> | <u>Application Serial Number</u> | <u>Filing Date</u> | <u>Registration Number</u> | <u>Registration Date</u> |
| WINDSOR COURT HOTEL (Service Mark) | 77435911 | March 31, 2008 | 3530511 | November 11, 2008 |
| WINDSOR COURT (Service Mark) | 77435863 | March 31, 2008 | 3524056 | October 28, 2008 |

| State Marks | | |
|-------------------------------------|------------------------|---------------------------------|
| <u>Mark</u> | <u>Book No.</u> | <u>Registration Date</u> |
| WINDSOR COURT HOTEL (Trade Name) | 51-1831 | September 10, 1993 |