

11-29-2010

U.S. DEPARTMENT OF COMMERCE
and States Patent and Trademark Office



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USPTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

LH HOUSTON HOLDING, LP

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) November 18, 2010

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: CJUF III CENTURION ICON LLC

Internal

Address: c/o Centurion Partners AC, LLC

Street Address: 450 Newport Center Drive, Suite 570

City: Newport Beach

State: California

Country: United States Zip: 92660

- Association
- General Partnership
- Limited Partnership
- Corporation

Other Limited Liability Co Citizenship DELAWARE
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,909,273
2,945,168

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Barry A. Brust

Internal Address: Pircher, Nichols & Meeks

Street Address: 1925 Century Park East, Ste. 1700

City: Los Angeles

State: California Zip: _____

Phone Number: 310-201-8900

Fax Number: 310-201-8927

Email Address: bbrust@pircher.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 11/29/2010 KWHITE1 00000018 2909273

Authorized Agent Name _____ 40.00 OP
_____ 25.00 OP

9. Signature:

Signature

November 22, 2010

Date

Barry A. Brust

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (671) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), dated as of November 18, 2010 (the "Effective Date"), is by and between LH HOUSTON HOLDING, LP, a Delaware limited partnership ("Assignor"), and CJUF III CENTURION ICON LLC, a Delaware limited liability company ("Assignee").

RECITALS

A. An affiliate of Assignor, Lowe Hospitality Investment Partners, LLC, a Delaware limited liability company ("Lowe Hospitality"), and Assignee are parties to that certain letter agreement, dated November 9, 2010, as amended on November 15, 2010 (the "Note Purchase Agreement"). All capitalized terms used herein without definition shall have the same meanings as set forth in the Note Purchase Agreement.

B. Pursuant to the Note Purchase Agreement, Lowe Hospitality has agreed to transfer and assign, or cause its Affiliates to transfer and assign, the Loan and certain intellectual property related to the property securing the Loan, including the "Hotel Icon" at 220 Main Street, Houston Texas (the "Hotel").

C. Assignor is the borrower under the Loan and the owner of (i) the domain name www.hotelicon.com and all of its related web pages (the "Hotel Domain Name"), which is registered in the name of Destination Hotels and Resorts, Inc. ("DHR") with GoDaddy.com, (ii) the registered trademark "HOTEL ICON," U.S. registration number 2,909,273 (the "Name Trademark"), and (iii) the registered trademark "HOTEL ICON and Design," U.S. registration number 2,945,168 (the "Design Trademark", and collectively with the Name Trademark, the "Trademarks").

D. Assignor desires to assign the Domain Names, the Trademarks and Related Intellectual Property (as defined below) to Assignee, and Assignee desires to accept such assignment, on the terms and conditions set forth in this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. For value received, the receipt and sufficiency of which are hereby acknowledged, upon the execution and delivery of this Assignment by the parties hereto, Assignor hereby unconditionally assigns, conveys, transfers and sets over to Assignee all of Assignor's right, title and interest in, to and under the (i) the Hotel Domain Name, (ii) the Trademarks, (ii) the other internet web sites and internet domain names, if any, presently used in connection with the Hotel and the Property ("Other Domain Names", excluding websites and domain names owned by, and its affiliates and used generally in connection with hotels and resorts managed by DHR), and (iii) all other intellectual property (including, without limitation, any patents and patent applications, trade names, registered and unregistered trademarks, service marks and applications, proprietary knowhow, formulae and processes, trade secrets and copyrights) used in connection with the

Property or necessary for the operation of the Property as now presently conducted (the "Related Intellectual Property").

2. Representation and Warranties. Assignor represents and warrants to the Assignee that it is the sole owner of the Hotel Domain Name and the Trademarks and that no other party has any rights in the Hotel Domain Name and the Trademarks. To Assignor's knowledge, no other party has asserted any rights in the Hotel Domain Name or the Trademarks or brought or threatened in writing any claim that the Hotel Domain Name or the Trademarks violate any copyright, trademark, trade secret or other third-party proprietary right. Assignor agrees not to register any domain names that are confusingly similar to the Hotel Domain Name or (if applicable) to any Other Domain Name or to register any trademarks that are confusingly similar to the Trademarks. Assignor further agrees not to utilize the Trademarks, or any confusingly similar mark, including, but not limited to, on any web site operated by Assignor without Assignee's prior written approval. For avoidance of doubt, Assignor is not aware of, and does not believe, that there are Other Domain Names.

3. Further Assurances. From and after the Effective Date, for the purpose of giving effect to, or evidencing or giving notice of, the transfer to Assignee of the Hotel Domain Name, the Trademarks and the Related Intellectual Property, Assignor agrees to cooperate with Assignee, to take or cause to be taken, all appropriate action and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations and third-party requirements, including, without limitation, executing such other documents as may be reasonably requested by Assignee, obtaining any necessary permits, consents, approvals, authorizations and qualifications and making any required filings and submissions (including causing DHR to comply with the requirements of GoDaddy.com to effectuate re-registration of the Hotel Domain Name to Assignee) and the requirements of the U.S. Patent and Trademark Office to effectuate the transfer of the Trademarks. Assignor shall join with Assignee in executing and filing with the U.S. Patent and Trademark Office (the "PTO") a "short form" assignment of each of the Trademarks (but neither shall file this Assignment with the PTO).

4. Governing Law. This Assignment shall be interpreted, construed and enforced in accordance with the Laws of the State of California.

5. Binding Effect; Third Party Beneficiaries. This Assignment shall be binding upon and shall inure to the benefit of the respective parties hereto and their respective legal representatives, successors and assigns and nothing in this Assignment, express or implied, is intended to confer any right or remedies upon any other person.

6. Counterparts; Delivery. This Assignment may be executed and delivered in two or more counterparts, each of which shall be deemed to be an original for all purposes and all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of this Assignment by facsimile or as a PDF or similar attachment to an email shall constitute effective delivery of such counterpart for all purposes with the same force and effect as the delivery of an original, executed counterpart.


[Signatures appear on following page.]

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the Effective Date.

ASSIGNOR:

LH HOUSTON HOLDING, LP
a Delaware limited partnership

By: LH Houston Holding GP, LLC, a Delaware limited liability company
Its General Partner

By: 
Name: _____
Title: _____

ASSIGNEE:

CJUF III CENTURION ICON LLC,
a Delaware limited liability company

By: CJUF III ICON LLC,
a Delaware limited liability company,
member

By: Canyon-Johnson Urban Fund III, L.P.,
a Delaware limited partnership, sole member

By: Canyon-Johnson Realty Advisors III LLC,
a Delaware limited liability company, general partner

By: _____
K. Robert Turner
Managing Partner

By: CENTURION ICON INVESTORS, LLC,
a Delaware limited liability company, member

By: _____
Name:
Authorized Signatory

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a Delaware limited liability company, general partner

By: _____
K. Robert Turner
Managing Partner

By: CENTURION ICON INVESTORS, LLC,
a Delaware limited liability company, member

By: 
Name: MICHAEL E. SMITH
Authorized Signatory