

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
Amedeo Hotels Limited Partnership		07/12/2011	LIMITED PARTNERSHIP: NEW YORK
RECEIVING PARTY DATA			
Name:	NWPH LLC		
Street Address:	c/o Northwood Investors LLC		
Internal Address:	575 Fifth Avenue, 23rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2093034	NEW YORK PALACE	
Registration Number:	2093035	NEW YORK PALACE	
Registration Number:	3217657	GILT	
Registration Number:	2422990	ISTANA	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-2222		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Marcela Robledo, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	071321/0038		

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900196887

TRADEMARK
REEL: 004581 FRAME: 0020

NAME OF SUBMITTER:	Marcela Robledo
Signature:	/mr/
Date:	07/13/2011
Total Attachments: 9 source=AmedeoNWPH#page1.tif source=AmedeoNWPH#page2.tif source=AmedeoNWPH#page3.tif source=AmedeoNWPH#page4.tif source=AmedeoNWPH#page5.tif source=AmedeoNWPH#page6.tif source=AmedeoNWPH#page7.tif source=AmedeoNWPH#page8.tif source=AmedeoNWPH#page9.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Agreement") made as of this 12th day of July, 2011 (the "Effective Date"), from AMEDEO HOTELS LIMITED PARTNERSHIP, a New York limited partnership, having an office at c/o The Dorchester Collection, 3 Tilney Street, London, England W1K 1BJ, United Kingdom ("Assignor") to and for the benefit of NWPB LLC, a Delaware limited liability company, having an office at c/o Northwood Investors LLC, 575 Fifth Avenue, 23rd Floor, New York, New York 10017 ("Assignee"). Assignor and Assignee are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, Assignor is the owner of the hotel commonly known as The New York Palace Hotel located at 455 Madison Avenue, New York, New York (the "Hotel"); and

WHEREAS, Assignor has on the Effective Date conveyed all of its interest in the Hotel to Assignee pursuant to a certain Real Estate Purchase Agreement between Assignor and Assignee dated as of April 7, 2011, as amended (as so amended, the "Purchase Agreement"); and

WHEREAS, in connection with such conveyance of the Hotel, Assignee wishes to acquire Assignor's right, title, and interest in and to certain intellectual property assets (as defined herein, the "Assets"), and Assignor is willing to assign such Assets to Assignee, all subject to and upon the terms and conditions set forth herein.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration including the mutual covenants, promises, agreements and provisions herein, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. Definitions.

"Assets" means the Trademarks, Domain Names and Goodwill.

"Domain Names" means the domain name "www.newyorkpalace.com", and any other domain names, any intellectual property rights therein, any associated numerical Internet protocol address related thereto, and all current and past content displayed thereon, to the extent owned or controlled by Assignor and used exclusively in connection with the Hotel, and any other applications and rights, if any, to apply for the protection of any of the foregoing, except to the extent any of the same constitute Excluded Property (as defined in the Purchase Agreement).

"Goodwill" means any and all goodwill of the business connected with the use of and symbolized by the Trademarks and Domain Names.

"Trademarks" means the marks listed on Schedule A hereto, and all trademarks, tradenames, corporate names, service marks, copyrights, logos or other source indicators, and websites, to the extent owned by Assignor and used exclusively to identify the Hotel and no other hotel or property, all related common law rights associated therewith, and any other applications and rights, if any, to apply for the protection of any of the foregoing in any jurisdiction, except to the extent any of the same constitute Excluded Property (as defined in the Purchase Agreement).

2. Assignment.

2.1 Assignment. Assignor hereby transfers, grants, conveys, assigns and relinquishes as of the Effective Date of this Agreement all of Assignor's right, title and interest, if any, in and to the Assets together with the Goodwill associated therewith and all rights to bring an action at law or in equity for the infringement, dilution, or other unauthorized use of such Assets (including prior to the Effective Date) and to collect all damages and proceeds therefrom.

2.2 Transfer of Domain Names. Assignor shall upon the request of Assignee effect the transfer of the Domain Names to Assignee by submitting the appropriate request and documentation to the domain name registrar to facilitate the change of the registrant and owner of the Domain Names to Assignee. Within one (1) business day after Assignor is contacted by the domain name registrar to confirm that the transfer of the Domain Names to Assignee is authorized, Assignor will confirm (as required by the domain name registrar's procedures to authorize the transfer) that the transfer is authorized. Assignor will upon request execute and deliver to Assignee such other instruments as may be reasonably requested by Assignee to effectuate, confirm and/or perfect the transfer of the Domain Names to Assignee. Assignor shall upon request take such steps as reasonably necessary to cause the registrant of the Domain Name, www.newyorkpalace.com, and any other Domain Names, to transfer to the name of Assignee.

2.3 Acknowledgment of Rights. Assignor hereby acknowledges that, from the Effective Date forward, Assignee has succeeded to all of Assignor's right, title and interest in the Assets, and that only Assignee has standing to (i) receive all rights and benefits pertaining to the Assets; (ii) institute and prosecute all suits and proceedings and take all actions that Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all of the Assets; and (iii) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as Assignee, in its sole discretion, deems advisable.

2.4 Disclaimer. Except as specifically provided in the Purchase Agreement, Seller makes no representations or warranties of any kind with respect to the Assets.

3. Miscellaneous Provisions.

3.1 Entire Agreement. This Agreement, constitutes the full and entire understanding and agreement between the Parties hereto with respect to the subject matter hereof.

3.2 Amendments. This Agreement may not be altered, amended or supplemented except in a written instrument executed by both Parties. Any term, covenant, agreement or condition in this Agreement may be waived (either generally or in particular instances and either retroactively or prospectively) only by a written instrument signed by both Parties. Any such waiver shall be limited to its express terms and shall not be deemed a waiver of any other term, covenant, agreement or condition.

3.3 Further Execution. Each Party hereto agrees, without further consideration and upon request by the other Party, to execute promptly any additional documents or instruments reasonably necessary to carry out the purposes of this Agreement, including any documents that may be reasonably necessary to vest all of Assignor's right, title, and interest to the Assets in Assignee.

3.4 Benefits of Agreement; No Third Party Beneficiaries. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective heirs, successors and permitted assigns. Nothing in this Agreement is intended to or shall confer any rights or remedies on any person or entity other than the Parties hereto, their respective successors and assigns

3.5 Governing Law. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of New York.

3.6 Notice. All notices, demands and other communications required or permitted hereunder shall be in writing, personally delivered or mailed by first-class registered or certified mail, return receipt requested, postage prepaid or delivered by Federal Express or another nationally recognized overnight commercial courier against receipt, or sent by facsimile providing that a confirming copy is simultaneously sent by Federal Express or other nationally recognized overnight commercial courier:

if to Assignor at:

Amedeo Hotels Limited Partnership
c/o The Dorchester Collection
3 Tilney Street
London, England
W1K 1BJ
United Kingdom
Attention: Christopher Cowdray
Facsimile: +44 20 7629 0202

with a copy to:

Beacon Hospitality Partners, LLC
420 Lexington Avenue
Suite 840
New York, NY 10170
Attention: Jon Kurnit and Tom Huffsmith
Facsimile: (212) 461-4238

and with a copy to:

SNR Denton US LLP

2398 E. Camelback Road
Suite 1100
Phoenix, AZ 85016
Attention: Richard F. Ross, Esq.
Facsimile: (602) 508-3914

if to Assignee at:

c/o Northwood Investors LLC
575 Fifth Avenue, 23rd Floor
New York, NY 10017
Attention: Khaled Kudsi
Facsimile: (212) 202-5097

with a copy to:

Simpson Thacher & Bartlett
425 Lexington Avenue
New York, NY 10017
Attention: Gregory J. Ressa, Esq.
Facsimile: (212) 455-2502

Such notice shall be deemed given on the date of receipt by the addressee or the date receipt would have been effectuated if delivery were not refused. Each party may designate a new or additional address by written notice to the other in accordance with this Section 3.7. The inability to deliver a notice because of a changed address of which proper notice was not given shall be deemed a refusal of such notice.

3.7 Equitable Relief. Each of the Parties hereby acknowledges that any breach by it of its obligations under this Agreement would cause substantial and irreparable damage to the other Party, and that money damages would be an inadequate remedy therefor, and accordingly, acknowledges and agrees that the other Party shall be entitled to an injunction, specific performance, and/or other equitable relief to prevent the breach of such obligations (in addition to all other rights and remedies to which such Party may be entitled in respect of any such breach).

3.8 Headings. The headings herein are solely for the convenience of the Parties and shall not serve to modify or interpret the text of the Sections at the beginning of which they appear.

3.9 Severability. In the event that any court or any governmental authority or agency declares all or any part of any Section of this Agreement to be unlawful or invalid, such unlawfulness or invalidity shall not serve to invalidate any other Section of this Agreement, and in the event that only a portion of any Section is so declared to be unlawful or invalid, such unlawfulness or invalidity shall not serve to invalidate the balance of such Section.


3.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original but all of which shall together constitute one and the same document.

3.11 Construction. The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

[Signatures continue on following page]

ASSIGNOR:

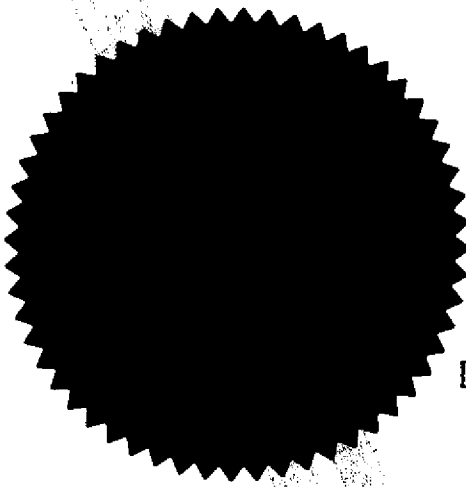
AMEDEO HOTELS LIMITED PARTNERSHIP, a
New York limited partnership

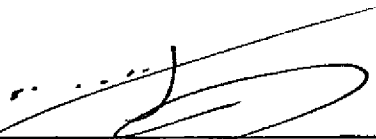
By: 
Name: SUHARAFADZIL MD YUSOP
Title: Authorized Signatory

ENGLAND AND WALES)
) ss.
CITY OF LONDON)

On 5th July, 2011, before me JEREMY BROOKER BURGESS, a Notary Public of the City of London, England, holding a faculty to practise throughout England and Wales, personally appeared SUHARAFADZIL MD YUSOP, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the within instrument such person, or the entity upon behalf of which such person acted, executed such instrument.

WITNESS my hand and official seal.





Notary Public
London, England

My commission expires with life

Notary Public London, England
(J. B. BURGESS)
My Commission Expires with Life

[Signatures continue on following page]

APOSTILLE

(Hague Convention of 5 October 1961 / Convention de La Haye du 5 octobre 1961)

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

1. Country: United Kingdom of Great Britain and Northern Ireland
Pays: Royaume-Uni de Grande-Bretagne et d'Irlande du Nord
This public document / Le présent acte public
2. Has been signed by **Jeremy Brooker Burgess**
a été signé par
3. Acting in the capacity of **Notary Public**
agissant en qualité de
4. Bears the seal/stamp of **The Said Notary Public**
est revêtu du sceau/timbre de
5. at London/à Londres
6. Certified/Attesté
the/le **06 July 2011**
7. by Her Majesty's Principal Secretary of State for Foreign and Commonwealth Affairs /
par le Secrétaire d'Etat Principal de Sa Majesté aux Affaires Etrangères et du Commonwealth.
8. Number/sous No **I929336**
9. Stamp:
timbre.
10. Signature: **Jeremy Crook**



For the Secretary of State / Pour le Secrétaire d'Etat

If this document is to be used in a country which is not party to the Hague Convention of 5th October 1961, it should be presented to the consular section of the mission representing that country.

An apostille or legalisation certificate only confirms that the signature, seal or stamp on the document is genuine. It does not mean that the content of the document is correct or that the Foreign & Commonwealth Office approves of the content.

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SCHEDULE A

Trademark: “New York Palace”: Reg. No. 2,093,034; Reg. Date September 2, 1997; and Reg. No. 2,093,035; Reg. Date September 2, 1997

Trademark “GILT”: Reg. No. 3,217,657; Reg. Date March 13, 2007

Trademark “Istana”: Reg. No. 2,422,990; Reg. Date January 23, 2001

Trademark “Villard Bar and Lounge”: (Abandoned)