

Form PTO-1594 (Rev. 03-11)  
OMB Collection 0651-0027 (exp. 03/31/2012)

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):**

Regency 44<sup>th</sup> Street LLC

- Individual(s)
  - General Partnership
  - Corporation- State: \_\_\_\_\_
  - Other: Limited Liability Company (Delaware)
- Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies):**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Bank of America, N.A.  
Internal Address: \_\_\_\_\_

Street Address: 185 Asylum Street, Mail Code CT2-500-34-01, CityPlace I, 34<sup>th</sup> Floor  
City: Hartford  
State: Connecticut  
Country: U.S.A. Zip: 06103

- Association Citizenship: U.S.A.
- General Partnership Citizenship: \_\_\_\_\_
- Limited Partnership Citizenship: \_\_\_\_\_
- Corporation Citizenship: \_\_\_\_\_
- Other Citizenship: \_\_\_\_\_

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)

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

Execution Date(s) July 22, 2011

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

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

A. Trademark Application No.(s)  
(see attached)

B. Trademark Registration No.(s)  
(see attached list of trademark numbers)

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: Bank of America  
Internal Address: \_\_\_\_\_  
Street Address: 185 Asylum Street, Mail Code: CT2-500-34-01, CityPlace I, 34<sup>th</sup> Floor  
City: Hartford  
State: Connecticut Zip: 06103  
Phone Number: (860) 952-7428  
Fax Number: (860) 952-7433  
Email Address: gregg.e.shipman@bam1.com

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$140.00  
 Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed SEE FORM PTO 2038 ATTACHED

**8. Payment information: SEE FORM PTO 2038 ATTACHED**

a. Credit Card Last 4 Numbers: 8965  
Expiration Date: 03/2014

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_





9. Signature: R. Allsha Verdome Date: 08/02/2011  
Signature Date

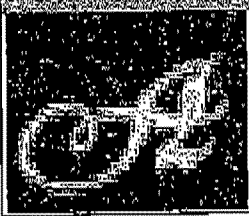
R. Allsha Verdome Total number of pages including cover sheet, attachments, and document 18  
Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$140.00 2715637

Exhibit AMarks

Name/Trademark	Jurisdiction	Class(es)	Registration Number	Registration Date
Algonquin Hotel	Common Law			
Blue Bar	Common Law			
Oak Room	Common Law			
ALGONQUIN	US Federal	43	2,715,637	May 13, 2003
ALGONQUIN	US Federal	18, 21, 25, 28	3,182,626	December 12, 2006
ALGONQUIN	US Federal	16	2,978,051	July 26, 2005
	US Federal	42	935,506	June 6, 1972
	US Federal	6, 16, 18, 25, 43	3,065,858	March 7, 2006
	Common Law			
	Common Law			

Name/Trademark	Jurisdiction	Class(es)	Registration Number	Registration Date
	Common Law			

**PATENT AND TRADEMARK SECURITY AGREEMENT****THE PURPOSE OF THIS AGREEMENT IS TO CREATE A SECURITY INTEREST**

AGREEMENT dated as of July 22, 2011 between REGENCY 44<sup>th</sup> STREET LLC, a Delaware corporation (the "Company") and BANK OF AMERICA, N.A., a national banking association (the "Lender").

**BACKGROUND.** Pursuant to the terms and provisions of certain loan agreements executed by and between the Company and the Lender dated as of the date hereof (collectively, the "Loan Agreement") and documentation related thereto which evidences and/or secures the obligations thereunder and/or governs the Loan Agreement (collectively, along with the Loan Agreement, the "Financing Agreements"), the Lender has agreed to make available to the Borrower a loan in the aggregate original principal amount of up to \$51,995,173.05 (the "Loan"). Part of the inducement for Lender to extend the Loan to the Company is the execution by the Company of this Agreement. Payment of the Loan and the payment or performance of any other obligations (other than contingent indemnification obligations) of the Company to the Lender pursuant to the Financing Agreements or any other obligations from the Company to Lender whether now existing or hereafter arising (collectively, the "Obligations"), are to be secured by, among other things, the security interests created hereby.

NOW THEREFORE, in consideration of the premises, and as an inducement to the Lender to enter into the Financing Agreements and to extend the Loan contemplated hereby, the Company hereby agrees with the Lender as follows:

1. **Grant of Security Interest.** In order to secure payment of the Loan and any other Obligations, the Company hereby pledges, assigns and grants to the Lender a continuing security interest in and lien on all of the Company's: (i) patents, patent applications and patentable inventions, and the United States and foreign country registrations therefor (including but not limited to, those listed in Schedule A attached hereto and made a part hereof) ("Patents"); (ii) trademarks, service marks, collective membership marks, the respective goodwill associated with each, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation, the trademarks listed on Schedule B (collectively, with the Patents, the "Collateral"); (iii) common law rights to any of the Collateral; (iv) right to sue in Lender's own name or joined with the Company, for past, present or future infringements thereof; (v) any continuations, divisions, substitutes, reissues, renewals and/or extensions thereof; (vi) rights corresponding to any of the foregoing throughout the world, all whether now existing or hereafter arising; (vii) all rights to income, royalties, profits, awards, damages, or other rights relating to the Collateral; and (viii) proceeds of any of the foregoing. Without limiting the generality of the foregoing, the Company hereby further grants, assigns and conveys to Lender an exclusive license under and to the Collateral for the purpose of enforcing all of Lender's rights and remedies under this document and the Financing Agreements. Any right to sue shall be discretionary and not an obligation of Lender.

2. **Covenants and Warranties of the Company.** The Company covenants and warrants that:

(a) The Collateral is subsisting and has not been adjudged invalid or unenforceable, in whole or in part;

(b) The Company is not a party to any license of any Collateral as licensor or as a licensee under any license agreements material to its business;

(c) To the best of the Company's knowledge, each of the Collateral is valid and enforceable;

(d) To the best of the Company's knowledge, no claim has been asserted by any third party that any of the Collateral is invalid or unenforceable;

(e) To the best of the Company's knowledge, no claim has been made that the practice of any of the Collateral does or may violate the rights of any third person in any material respects;

(f) Except for the security interest and conditional assignment created by this Agreement, the Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Collateral, free and clear of any liens, security interests, or infringements of any nature whatsoever. No effective assignment or financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording office, except such as may have been filed in favor of the Lender relating to this Agreement or for which duly executed termination statements have been recorded or delivered to the Lender; and

(g) the Company has the unqualified right to enter into this Agreement and perform its terms.

The Company agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with the Company's obligations, duties and liabilities under this Agreement.

The Company further agrees that it has the obligation, at its own cost, unless otherwise consented to in writing by the Lender:

(h) To take all actions necessary to properly maintain and renew all Collateral that is material to the business of the Company which are or may become subject hereto for the full term or terms allowed by law including but not limited to the appropriate and timely payment of any required fees and the appropriate and timely filing of any documents or declarations necessary to maintain and renew said Collateral which may be necessary or appropriate under applicable law;

(i) To file new applications to register and protect under applicable law all patentable inventions or trademarks acquired by the Company and that are material to the business of the

Company but for which applications have not previously been filed or to take all other actions necessary to cause the Collateral to be issued as a result of said applications; and

(j) To protect such Collateral from infringement, unfair competition or dilution or damage by all appropriate actions including the commencement of legal action to prevent and recover damages for said infringement and to defend such Collateral from claims of infringement, unfair competition or damage including the defense or any legal actions making such claims.

3. Additional Collateral. If, before the Obligations shall have been satisfied in full, the Company shall obtain rights to any new Collateral or become entitled to the benefit of any Collateral application or any reissue, renewal and extension of any Collateral, the Company shall give to the Lender prompt notice thereof in writing and the provisions of Paragraph 1 shall apply thereto.

4. Modifications. The Company authorizes Lender to modify this Agreement by amending Schedules A and B to include any renewals, extensions or additions to any Collateral utilized by the Company or applied for or obtained hereafter and any renewals, extensions, or additions thereto and any improvements thereon.

5. No Other Liens. The Company shall not permit or suffer to exist any lien or security interest upon the Collateral, except as created hereby.

6. Events of Default. For the purpose of this Agreement, an event of default shall mean a Default or Event of Default as set forth in the Loan Agreement which definitions are incorporated herein by reference.

7. Remedies. In case any one or more Events of Default shall have occurred, Lender shall have, in addition to all other rights and remedies given it by this Agreement and the Financing Agreements, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Collateral may be located.

8. Additional Rights of Lender. After the occurrence of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce its rights in the Collateral and any license thereunder, in which event the Company shall at the request of Lender do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and the Company shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section.

9. No Waiver. No failure on the part of Lender to exercise, and no delay in exercising any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by Lender of any right, remedy or power hereunder preclude any other or future exercise of any other right, remedy or power. Each and every right, remedy and power hereby granted to Lender or allowed it by law or other agreement, shall be cumulative and not exclusive the one of any other, and may be exercised by Lender from time-to-time.

10. Further Assurances: Filing. The Company agrees to execute and deliver to Lender, Uniform Commercial Code financing statements and such other documents, instruments, supplemental security agreements and chattel mortgages as Lender may deem necessary, proper or desirable in obtaining the benefits of this Agreement, and the Company hereby authorizes Lender to effect any filing or recording of any such financing statement or statements relating to the Collateral or amendments thereto without the signature of the Company where lawful, and hereby appoints Lender as its attorney-in-fact to execute any such financing or other statement or statements in the name of the Company, and to perform all other acts which Lender deems appropriate to perfect and continue the security interests in, and to protect and preserve, the Collateral. The Company further agrees to assign to Lender its rights in or under any financing statements relating to the Collateral and filed in favor of the Company.

11. Expenses. The Company agrees that all reasonable and documented costs and expenses (including reasonable and documented attorneys' fees and expenses for legal services) of, or incidental to, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, custody, care, management, sale or collection of, or realization upon, any of the Collateral or in any way relating to the enforcement or protection of the rights of Lender, or in defending or prosecuting any actions or proceedings arising or related to the Collateral, shall all be borne and paid by the Company on demand by Lender and until paid shall become part of the Obligations secured hereby. Lender may at any time apply to the payment of all such costs and expenses all moneys of the Company or other proceeds arising from the possession or disposition of all or any portion of the Collateral.

12. Notices. All notices, requests, approvals, demands and other communications given or made in connection with the terms and provisions of this Agreement shall be deemed to have been given or made when sent by registered mail, in accordance with the provisions of the Loan Agreement.

13. Successors. All the provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.

14. Termination. Upon the payment in full of all amounts due under the Loan and payment and performance of all other Obligations of the Company to Lender, this Agreement shall automatically terminate and Lender shall execute and deliver to the Company, at the Company's sole cost and expense, any deeds, assignments, financing statements or other instruments as may be reasonably necessary to re-vest in the Company full title to the Collateral.

15. Remedies Cumulative. All of Lender's rights and remedies with respect to the Collateral, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

16. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in

such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

17. Waivers. THE COMPANY HEREBY: (A) WAIVES TRIAL BY JURY IN ANY COURT AND IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE FINANCING TRANSACTIONS OF WHICH THIS AGREEMENT IS A PART AND/OR THE ENFORCEMENT OF ANY OF LENDER'S RIGHTS AND REMEDIES, INCLUDING WITHOUT LIMITATION, TORT CLAIMS; AND (B) ACKNOWLEDGES THAT THE LOAN SECURED HEREBY IS A COMMERCIAL TRANSACTION AND WAIVES ITS RIGHTS ALLOWED BY ANY STATE OR FEDERAL LAW TO (I) NOTICE AND PRIOR COURT HEARING OR COURT ORDER IN CONNECTION WITH ANY AND ALL PREJUDGMENT REMEDIES TO WHICH THE LENDER MAY BECOME ENTITLED BY VIRTUE OF ANY DEFAULT OR PROVISION OF THIS AGREEMENT, AND (II) REQUEST THAT THE LENDER POST A BOND, WITH OR WITHOUT SURETY, TO PROTECT SAID COMPANY AGAINST DAMAGES THAT MAY BE CAUSED BY ANY PREJUDGMENT REMEDY SOUGHT OR OBTAINED BY THE LENDER BY VIRTUE OF ANY DEFAULT OR PROVISION OF THIS AGREEMENT, AND FURTHER, WAIVES DILIGENCE, DEMAND, NOTICE OF NONPAYMENT, PROTEST AND NOTICE OF PROTEST, OR OTHER ACTION TAKEN IN RELIANCE HEREON AND ALL OTHER DEMANDS AND NOTICES OR ANY DESCRIPTION IN CONNECTION WITH THIS AGREEMENT, AND ALL RIGHTS UNDER ANY STATUTE OF LIMITATIONS. THE COMPANY ACKNOWLEDGES THAT IT MAKES THE FOREGOING WAIVERS KNOWINGLY, VOLUNTARILY AND ONLY AFTER CONSIDERATION OF THE RAMIFICATIONS OF THE FOREGOING WAIVERS WITH ITS ATTORNEYS. THE COMPANY FURTHER ACKNOWLEDGES THAT NO PARTY TO THIS AGREEMENT HAS AGREED WITH OR REPRESENTED TO THE COMPANY OR ANY OTHER PARTY HERETO THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

18. Governing Law, Jurisdiction, Venue and Service. The validity and interpretation of this Agreement and the rights and obligations of parties under this Agreement and the Financing Agreements shall be governed by and construed in accordance with the law of the State of New York (but not its conflicts of law provisions).

19. Modification. This Security Agreement is subject to modification only by a writing signed by the parties.

20. Counterparts. This Security Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile copies of signatures shall be deemed originals.

[Signature Page Follows]



[Signature Page to Patent and Trademark Security Agreement]

IN WITNESS WHEREOF, the parties have caused these presents to be executed and their respective seals hereunder affixed as of the day and year first above written.

REGENCY 44<sup>TH</sup> STREET LLC

By: Cornerstone Real Estate Advisers LLC  
Its Manager

By: \_\_\_\_\_  
Name: James T. O'Shaughnessy  
Title: Senior Vice President

BANK OF AMERICA, N.A.

By: \_\_\_\_\_  
Gregg Shipman  
Title: Senior Vice President

[Signature Page to Patent and Trademark Security Agreement]

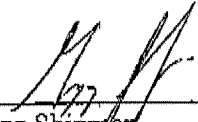
IN WITNESS WHEREOF, the parties have caused these presents to be executed and their respective seals hereunder affixed as of the day and year first above written.

REGENCY 44<sup>TH</sup> STREET LLC

By: Cornerstone Real Estate Advisers LLC  
Its Manager

By: \_\_\_\_\_  
Name:  
Title:


BANK OF AMERICA, N.A.

By:  \_\_\_\_\_  
Gregg Shipman  
Title: Senior Vice President

[Notary Page to Patent and Trademark Security Agreement]

STATE OF NEW YORK )  
 )ss:  
COUNTY OF NEW YORK )

On the 20th day of July in the year 2011, before me, the undersigned, personally appeared James J. O'Shaughnessy, personally known to me or proved to me to be the Senior Vice President of Cornerstone Real Estate Advisers LLC, the Manager of Regency 44th Street LLC, a Delaware limited liability company, on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

ALAINA MARIE GUGLIELMO  
Notary Public, State of New York  
No. 01GU6153040  
Qualified in Westchester County  
Commission Expires September 25, 2014

[Acknowledgment Page to Patent and Trademark Security Agreement]

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_ day of \_\_\_\_\_ in the year 2011, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me to be the \_\_\_\_\_ of Cornerstone Real Estate Advisers LLC, the Manager of Regency 44<sup>th</sup> Street LLC, a Delaware limited liability company, on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public  
Affix Seal

STATE OF CONNECTICUT )  
 ) ss.:  
COUNTY OF HARTFORD )

On this the 21<sup>st</sup> day of July, 2011, before me, the undersigned, personally appeared Gregg Shipman, known to me to be the Senior Vice President of Bank of America, N.A., a national banking association, known to me to be the signer of the foregoing instrument, and as such signer, acknowledged the execution of same to be his free act and deed and the free act and deed of said bank.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Sarah A. Trudeau  
Commissioner of the Superior Court  
Notary Public  
My Commission Expires:

**Sarah A. Trudeau**  
**Notary Public, Connecticut**  
**My Commission Expires May 31, 2012**

Schedule A

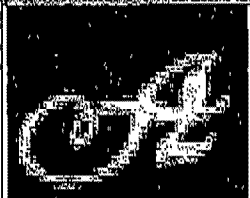
None

Schedule B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS  
AND COLLECTIVE MEMBERSHIP MARKS

Exhibit AMarks

Name/Trademark	Jurisdiction	Class(es)	Registration Number	Registration Date
Algonquin Hotel	Common Law			
Blue Bar	Common Law			
Oak Room	Common Law			
ALGONQUIN	US Federal	43	2,715,637	May 13, 2003
ALGONQUIN	US Federal	18, 21, 25, 28	3,182,626	December 12, 2006
ALGONQUIN	US Federal	16	2,978,051	July 26, 2005
	US Federal	42	935,506	June 6, 1972
	US Federal	6, 16, 18, 25, 43	3,065,858	March 7, 2006
	Common Law			
	Common Law			

Name/Trademark	Jurisdiction	Class(es)	Registration Number	Registration Date
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