

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
2650 Virginia Avenue NW LLC		05/26/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Euro Watergate Hotel And Residences, LLC		
Street Address:	590 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77812183	WATERGATE HOTEL	
Serial Number:	77812203	WATERGATE	
Registration Number:	1185142	WATERGATE	
CORRESPONDENCE DATA			
Fax Number:	2127446509		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-472-6262		
Email:	arlatifi@tuckerlatifi.com		
Correspondent Name:	Ali R. Latifi		
Address Line 1:	160 East 84th Street		
Address Line 2:	Suite 5E		
Address Line 4:	New York, NEW YORK 10028		
NAME OF SUBMITTER:	Ali R. Latifi		

Signature:	/Ali R. Latifi/
Date:	12/17/2012
Total Attachments: 10 source=2650 Euro Watergate Assignment#page1.tif source=2650 Euro Watergate Assignment#page2.tif source=2650 Euro Watergate Assignment#page3.tif source=2650 Euro Watergate Assignment#page4.tif source=2650 Euro Watergate Assignment#page5.tif source=2650 Euro Watergate Assignment#page6.tif source=2650 Euro Watergate Assignment#page7.tif source=2650 Euro Watergate Assignment#page8.tif source=2650 Euro Watergate Assignment#page9.tif source=2650 Euro Watergate Assignment#page10.tif	

OMNIBUS ASSIGNMENT

This OMNIBUS ASSIGNMENT (this "*Assignment*") is made and entered into as of May 26, 2010, (the "*Effective Date*") by and between 2650 VIRGINIA AVENUE, NW LLC, a Delaware limited liability company ("*Assignor*"), and EURO WATERGATE HOTEL AND RESIDENCES, LLC, a Delaware limited liability company ("*Assignee*"). Unless otherwise defined herein, all capitalized terms shall have the meanings set forth in the Purchase Agreement (hereinafter defined).

WITNESSETH:

WHEREAS, in accordance with that certain Agreement of Purchase and Sale by and between Assignor and Assignee dated as of March 24, 2010 (as amended, modified or supplemented from time to time, the "*Purchase Agreement*"), Assignor has, as of the Effective Date, transferred to Assignee certain property located in Washington, D.C. (the "*Property*");

NOW, THEREFORE, for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, transfer, set over and deliver unto Assignee all of Assignor's right, title, and interest from and after the date hereof in and to (i) any and all Intangibles (as defined in the Purchase Agreement), (ii) any and all licenses, permits, certificates, approvals, authorizations and variances issued for or with respect to the Property by any governmental or similar authority and (iii) all contracts and agreements listed on Schedule 1 attached hereto relating to the Property.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever, from and after the Effective Date.

This Assignment and all matters relating hereto shall be governed by and construed in accordance with the laws of the District of Columbia, without giving effect to principles of conflicts of law.

This Assignment is made without any representation, warranty or recourse whatsoever.

All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.


This Assignment may be executed in counterparts.

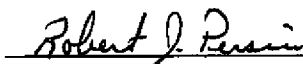
[Signature Pages Follow]

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

ASSIGNOR:

2650 VIRGINIA AVENUE, NW LLC, a
Delaware limited liability company

By: 
Name: Ann J. Wilhel
Title: ~~Secretary~~ Vice President

By: 
Name: Robert J. Pasico
Title: President

[SIGNATURES CONTINUE]

ASSIGNEE:

**EURO WATERGATE HOTEL AND
RESIDENCES, LLC,**

By: Albert Abraham Cohen Trust, Sole Member

By: Trident Trust Company (NZ) Limited, Trustee

By:



Name: KAREN MARSHALL

Title: Director

Schedule 1

1. Proposal for Engineering Services dated March 4, 2010 by and between Smislova, Kehnemui & Associates, P.A., James Buckley and PB Capital Corporation.
2. Services Agreement dated as of May 12, 2010 by and between PB Capital Corporation and JMB Construction Services, Inc.
3. Letter Agreement dated as of August __, 2010 by and between 2650 Virginia Avenue NW, LLC and Cavalier Cleaning and Environmental Services, Inc.

AGREEMENT OF PURCHASE AND SALE

dated as of

March 24, 2010

by and between

2650 VIRGINIA AVENUE NW LLC,

as Seller,

and

EURO WATERGATE HOTEL RESIDENCES, LLC

as Purchaser

Property:

**2650 Virginia Avenue, N.W.
Washington, D.C.**

TABLE OF CONTENTS

	<u>page</u>
Article I PURCHASE AND SALE.....	2
1.1 Agreement of Purchase and Sale.....	2
1.2 Property Defined.....	3
1.3 Purchase Price and Payment Thereof.....	3
Article II TITLE.....	4
2.1 Title to the Property.....	4
Article III due diligence.....	6
3.1 Due Diligence.....	6
3.2 Access to Property.....	7
Article IV CLOSING.....	8
4.1 Time and Place.....	8
4.2 Seller's Closing Documents and Deliveries.....	8
4.3 Purchaser's Closing Documents and Deliveries.....	9
4.4 Prorations.....	9
4.5 Closing Costs.....	11
4.6 Conditions Precedent.....	11
Article V REPRESENTATIONS, WARRANTIES AND COVENANTS.....	12
5.1 Representations and Warranties of Seller.....	12
5.2 Representations and Warranties of Purchaser.....	13
5.3 Mutual Representations and Warranties.....	14
5.4 Seller's Covenants Pending Closing.....	14
Article VI DISCLAIMERS AND WAIVERS.....	15
6.1 No Reliance.....	16
6.2 DISCLAIMERS.....	16
6.3 WAIVERS WITH RESPECT TO UNION LITIGATION.....	17
6.4 Effect and Survival of Disclaimers.....	17
Article VII Destruction and condemnation.....	17
7.1 Minor Damage.....	17
7.2 Major Damage.....	18
7.3 Definition of "Major" Loss or Damage.....	18
7.4 Waiver.....	18
Article VIII Defaults/Remedies.....	18
8.1 Seller's Default.....	18
8.2 Purchaser's Default.....	19
Article IX MISCELLANEOUS.....	19
9.1 Confidentiality.....	19

9.2	Public Disclosure.....	20
9.3	Discharge of Obligations	20
9.4	Assignment.....	20
9.5	Notices	20
9.6	Modifications.....	21
9.7	Calculation of Time Periods.....	21
9.8	Successors and Assigns.....	21
9.9	Entire Agreement.....	21
9.10	Further Assurances.....	21
9.11	Counterparts	22
9.12	Severability.....	22
9.13	Applicable Law.....	22
9.14	No Third Party Beneficiary.....	22
9.15	Captions	22
9.16	Construction	22
9.17	Exculpation.....	22
9.18	Underground Storage Tank Disclosure	23
9.19	Soil Disclosure	23
9.20	Knowledge Defined.....	23
9.21	Certain Agreements with Respect to the Lease.....	23
9.22	Survival.....	24
9.23	TIF and Historic Tax Credit Applications	24

Exhibits and Schedules

Exhibit A-1	Legal Description of the Owned Land
Exhibit A-2	Legal Description of the Leased Land
Exhibit B -	Description of Lease
Exhibit C -	Form of Deed
Exhibit D -	Form of General Assignment
Exhibit E -	Form of Bill of Sale
Exhibit F -	Form of Lease Assignment and Assumption
Exhibit G -	Escrow Agent's Wiring Instructions
Exhibit H -	Escrow Instructions
Exhibit I -	Form of Gap Indemnity
Exhibit J -	Form of Owner's Affidavit
Schedule 2.1 -	Permitted Exceptions
Schedule 3.2 -	Due Diligence Materials
Schedule 5.1(e) -	Litigations
Schedule 5.1(f) -	Contracts

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE ("*Agreement*"), is made and entered into as of March 24, 2010 (the "*Effective Date*"), by and between 2650 VIRGINIA AVENUE NW LLC, a Delaware limited liability company (together with its permitted assignees, "*Seller*"), having an office at 230 Park Avenue, New York, New York 10169, and EURO WATERGATE HOTEL RESIDENCES, LLC, a Delaware limited liability company ("*Purchaser*"), having an office at 590 Madison Avenue, New York, New York. Seller and Purchaser are sometimes referred to herein collectively as the "*parties*" and individually as a "*party*".

RECITALS

WHEREAS, Seller is the owner of the portion of the Land described on Exhibit A-1 attached hereto as "Hotel Unit No. 1" (the "*Hotel Master Unit*") and the portion of the Land described on Exhibit A-1 attached hereto (the "*Residential Master Unit*") (collectively, the "*Owned Land*") and holds a leasehold interest, subject to the contest referred to in Section 6.3 hereof (the "*Leasehold Interest*"), in the land more particularly described on Exhibit A-2 attached hereto (the "*Leased Land*"; the Owned Land and the Leased Land, together with all easements, hereditaments and appurtenances belonging to or inuring to the benefit of Seller with respect to the Owned Land and the Leased Land, collectively, the "*Land*"). Seller is also the owner of the hotel facility and other buildings and improvements located on the Land having an address at 2650 Virginia Ave., N.W., Washington, D. C. and commonly known as "The Watergate Hotel" (such hotel and other buildings and improvements, the "*Improvements*").

WHEREAS, pursuant to (i) that certain Declaration of The Watergate Hotel Condominium (the "Declaration") dated November 20, 2007 and recorded among the Land Records of the District of Columbia (the "*Land Records*") on December 27, 2007 as Instrument No. 2007159837-1, (ii) those certain Bylaws of The Watergate Hotel Condominium (the "*Bylaws*") dated November 20, 2007 and recorded among the Land Records on December 27, 2007 as Instrument No. 2007159838-1, and (iii) those certain Plat and Plans of Condominium Subdivision of The Watergate Hotel Condominium (the "Plat and Plans," and, together with the Declaration and the Bylaws, the "*Master Condominium Instruments*") dated November 20, 2007 and recorded among the Condominium Records of the Office of the District of Columbia Surveyor on January 14, 2008, Seller's predecessor in interest, as "Declarant", established a condominium regime comprised of two (2) master units –the Residential Master Unit and the Hotel Master Unit – upon the Land and Improvements, as more particularly described in the Master Condominium Instruments, which condominium is known as the Watergate Hotel Condominium (the "*Master Condominium*"), it being agreed that the Master Condominium includes all of the Land; and

WHEREAS, Seller and Purchaser, intending to be bound by this Agreement, desire to set forth herein the terms, conditions and agreements under and by which Seller shall sell and Purchaser shall purchase the Property, as more particularly set forth below.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all of the parties hereto, the parties hereto agree as follows:

ARTICLE I

PURCHASE AND SALE

1.1 Agreement of Purchase and Sale. Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and convey and Purchaser agrees to purchase the following:

(a) the Land;

(b) the Improvements;

(c) all of Seller's right, title and interest in and to the Lease described on Exhibit B (the "*Lease*");

(d) all of Seller's right, title and interest (if any) in and to all tangible personal property upon the Land or within the Improvements, including specifically, without limitation, appliances, furniture, carpeting, draperies and curtains, tools and supplies, signage and all other items of personal property (excluding cash) used exclusively in connection with the operation of the Land and the Improvements, the hotel previously operated within the Improvements and known as "The Watergate Hotel" (including, but not limited to, the name and logo, advertising brochures, photographs, memorabilia, stationery, signage and similar personal property associated with said hotel) and all right, title and interest of Seller in and to any surveys, blue prints, drawings, plans and specifications, proposed redevelopment plans (including, without limitation, structural, HVAC, mechanical and plumbing plans and specifications) and other documentation for or with respect to the Land or the Improvements or any part thereof, in each case, to the extent assignable by Seller (collectively "*Personal Property*"); and

(e) all of Seller's right, title and interest in and to entitlements, development rights governmental permits, licenses, certificates and authorizations which have been or are hereafter issued by any governmental authority, related to the demolition, construction, renovation, use or operation the Land and Improvements (including, but not limited to, all rights and all approvals, if any, from the United States National Park Service, the District of Columbia Historic Preservation Review Board, the District of Columbia Department of Consumer and Regulatory Affairs and all other governmental agencies having jurisdiction with respect to the Land, the Improvements or both of same), specifically including, without limitation, any certificates of completion or occupancy issued by any governmental authority and any zoning approvals or findings by the zoning administrator or other governmental authorities with respect to the Land or the Improvements and any trademarks or trade names owned by Seller and used solely in connection with the Land, the Improvements, the operation of the hotel within the Improvements known as "The Watergate Hotel" (including, but not limited to, all goodwill and other intangible personal property used or associated with said hotel and/or the operation thereof, including, but not limited to, the trade name and mark "The Watergate Hotel", "The Watergate"

and "Belles Rives" trade names and marks and the good will associated therewith (collectively, the "*Intangibles*").

1.2 Property Defined. The Land, the Improvements, the Personal Property and the Intangibles are hereinafter sometimes referred to collectively as the "*Property.*"