

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
HHH Holdings, LLC		09/30/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgans Group, LLC		
Street Address:	475 10th Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85393306	BIANCA DELANO	
CORRESPONDENCE DATA			
Fax Number:	(702)949-8376		
Phone:	702.949.8200		
Email:	TRADEMARKS-LASVEGAS@LRLAW.COM		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	W. West Allen		
Address Line 1:	3993 Howard Hughes Parkway		
Address Line 2:	Ste. 600		
Address Line 4:	Las Vegas, NEVADA 89169		
ATTORNEY DOCKET NUMBER:	46677.00094		
NAME OF SUBMITTER:	W. West Allen		
Signature:	/W. West Allen/		

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TRADEMARK
 REEL: 004636 FRAME: 0646

Date:

10/05/2011

Total Attachments: 2

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ASSIGNMENT

This ASSIGNMENT is made as of the 30th day of September 2011 (the "Effective Date") by and between HHH Holdings, LLC a Delaware Limited Liability Company located at 6276 S. Rainbow Boulevard, Ste. 120, Las Vegas, Nevada 89118 ("Assignor") on the one hand, and Morgans Group, LLC, a Delaware Limited Liability Company located at 475 10th Avenue, New York, New York 10018 ("Assignee") on the other hand.

WHEREAS, Assignor owns all right, title and interest in and to the federal trademark application pending before the United States Patent and Trademark Office, and any common law rights in such marks, and the goodwill symbolized by such Marks (the "Mark") as set forth on Exhibit A hereto;

WHEREAS, Assignor wishes to assign to Assignee, and Assignee desires to acquire all of the right, title and interest in and to the Mark, and the registrations and/or applications thereof and the good will of the business appurtenant thereto, as successor to that portion of the business to which the Mark pertains.

NOW THEREFORE, IN CONSIDERATION of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Assignor does hereby sell, assign, and transfer unto Assignee all of Assignor's rights, title and interest in and to the Mark together with all of the goodwill of the business symbolized by the Mark, and all other corresponding rights that exist or that may be secured under common law, state law, the laws of the United States or any foreign country, as of the Effective Date, as well as all income, royalties or payments due or payable from and after the Effective Date or thereafter and the right to sue and collect damages for past, present and future infringements, dilution or other unauthorized use of the Mark, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor shall promptly execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Mark.

IN WITNESS WHEREOF, the undersigned, being the duly authorized representatives of the parties, have executed this Assignment below effective as of the Effective Date identified above.

ASSIGNOR

ASSIGNEE

HHH Holdings, LLC.
A Delaware Limited Liability Company

Morgans Group, LLC
a Delaware Limited Liability Company


By: [Signature]

By: Morgans Hotel Group Co., a Delaware Corporation, its Managing Member
[Signature]

Its: MORGAN

Its: CFO

EXHIBIT A

Trademark:	Application No.
BIANCA DELANO & DESIGN 	85/393,306

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