

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KAH 20 2nd Avenue LLC		01/25/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	German American Capital Corporation		
Street Address:	60 Wall Street		
Internal Address:	10th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0927020	KAHLER	
Registration Number:	3282710	I INTERNATIONAL HOTEL	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	717 N. Harwood St., Suite 3400		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	44441-406		
NAME OF SUBMITTER:	Dusan Clark		

CH \$65.00 0927020

Signature:	/Dusan Clark/
Date:	01/25/2013
Total Attachments: 4 source=Confirmatory Grant of Security Interest in United States Trademarks#page1.tif source=Confirmatory Grant of Security Interest in United States Trademarks#page2.tif source=Confirmatory Grant of Security Interest in United States Trademarks#page3.tif source=Confirmatory Grant of Security Interest in United States Trademarks#page4.tif	

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the “Confirmatory Grant”) is made effective as of January 25, 2013 by and from KAH 20 2ND AVENUE LLC, a Delaware limited liability company (the “Grantor”), to and in favor of GERMAN AMERICAN CAPITAL CORPORATION, a Maryland corporation, having an address at 60 Wall Street, 10th Floor, New York, New York 10005 (together with its successors and assigns, the “Lender”).

WHEREAS, Grantor, KINN 9 3RD AVENUE LLC, MAR 1ST AVENUE SW LLC, and RES 441 CENTER STREET LLC, (each a “Borrower” and collectively, together with their respective permitted successors and assigns, “Borrowers”) and the Lender have entered into a Loan Agreement dated January 25, 2013 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”) pursuant to which Lender has made a loan to Borrowers (the “Loan”).

WHEREAS, the Grantor, along with the other Borrowers, has executed and delivered that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (as may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) as additional security for the repayment of the Loan and Obligations (as defined therein) secured thereby.

WHEREAS, the Grantor owns the trademarks (the “Trademarks”) listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Lender under the Security Agreement. The rights and remedies of the Lender with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents (as defined in the Loan Agreement), all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Loan Agreement.

2) The Security Interest.

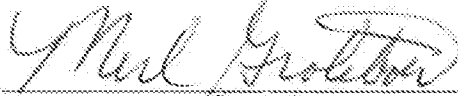
(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Borrowers under the Loan. Upon the payment in full of all Obligations (other than contingent indemnification obligations), the Lender shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Lender a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

GRANTOR

KAH 20 2ND AVENUE LLC,
a Delaware limited liability company

By: 
Name: *Mark Grodebeor*
Title: *President*

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS

Mark	Reg. No.	Reg. Date
KAHLER	0927020	1/11/1972
I INTERNATIONAL	3282710	8/21/2007