

FORM PTO-1618A  
Expires 06/30/99  
OMB 0551-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

#### Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other \_\_\_\_\_
- License
- Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year  
\_\_\_\_\_

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
04 17 2001

Name Hotel Carlyle Management Corp.

Formerly \_\_\_\_\_

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization New York

#### Receiving Party

Mark if additional names of receiving parties attached

Name The Carlyle, LLC

DBA/AK/A/T/A \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) c/o Maritz, Wolff & Co.

Address (line 2) 7701 Forsythe, Suite 1025

Address (line 3) St. Louis

City

Missouri

State/Country

63105

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other Limited Liability Company

Citizenship/State of Incorporation/Organization Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0551-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0551-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20231

FORM PTO-1618B  
Expires 06/30/99  
OMB 0651-0027

Page 2

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Domestic Representative Name and Address** Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address** Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**  Mark if additional numbers attached  
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

| Trademark Application Number(s)       |                                       |                      | Registration Number(s)               |                                      |                                      |
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| <input type="text" value="75806970"/> | <input type="text" value="76054546"/> | <input type="text"/> | <input type="text" value="1841020"/> | <input type="text" value="1837170"/> | <input type="text" value="1799853"/> |
| <input type="text"/>                  | <input type="text"/>                  | <input type="text"/> | <input type="text" value="1798399"/> | <input type="text" value="1799854"/> | <input type="text" value="1803514"/> |
| <input type="text"/>                  | <input type="text"/>                  | <input type="text"/> | <input type="text" value="1858315"/> | <input type="text" value="1809245"/> | <input type="text" value="2333114"/> |

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

Deposit Account Number:

Authorization to charge additional fees: Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Bruce Goldner

May 1, 2001

Name of Person Signing

Signature

Date Signed

# RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

### Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual

General Partnership

Limited Partnership

Corporation

Association

Other

Citizenship State of Incorporation/Organization

### Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

Carlyle Finance LLC

DBA/AKATA

Composed of

Address (line 1)

c/o Peter Sharp & Co.

Address (line 2)

545 Madison Avenue, 11th Floor

Address (line 3)

New York

City

New York

State/Country

10022

Zip Code

Individual

General Partnership

Limited Partnership

Corporation

Association

Other

Limited Liability Company

Citizenship/State of Incorporation/Organization

Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

### Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

#### Trademark Application Number(s)

#### Registration Number(s)

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (the "Agreement") is made and entered into as of April 17, 2001 (the "Effective Date") by and between 76 MADISON, L.L.C., a Delaware limited liability company and THE CARLYLE, LLC, a Delaware limited liability company (collectively, and each individually, hereinafter referred to as "Grantor"), each with its principal offices c/o Maritz, Wolff & Co., 7701 Forsythe, Suite 1025, St. Louis, Missouri 63105 and CARLYLE FINANCE LLC, a Delaware limited liability company, with its principal offices at c/o Peter Sharp & Company, 545 Madison Avenue, 11<sup>th</sup> Floor, New York, New York 10022 (hereinafter referred to as "Secured Party").

### WITNESSETH

WHEREAS, Grantor and Secured Party, have entered into that certain Loan Agreement (the "Loan Agreement") dated as of the date hereof;

WHEREAS, Grantor has acquired and now holds certain rights to use the Marks (as hereafter defined) pursuant to that certain Purchase and Sale Agreement, dated as of the date hereof, by and between Seller (as defined in the Loan Agreement) and Grantor; and

WHEREAS, pursuant to the Loan Agreement, Grantor has agreed to grant Secured Party a continuing first priority security interest in and lien upon the Grantor's right, title and interest in the Collateral (as hereinafter defined) in order to secure the Obligations (as defined in the Loan Agreement).

NOW, THEREFORE, in consideration of the foregoing and the respective agreements and conditions contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

#### 1. DEFINITIONS.

1.1. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

1.2. "*Collateral*" shall mean, except to the extent the following is pledged to the holder of the Mortgage (as defined in the Loan Agreement) as of the date hereof or the inclusion of same within the definition of Collateral hereunder is prohibited by the terms of the Mortgage as of the date hereof (it being agreed that to

the extent any of the following is pledged to the holder of the Mortgage or is so prohibited by the terms of the Mortgage as of the date hereof, same shall be deemed Collateral as of the date that same shall cease to be so pledged and prohibited), all of Grantor's right, title, and interest, whether now owned or hereafter acquired, in and to: (i) the Marks, (ii) the goodwill associated with the Marks, and (iii) all proceeds of the foregoing.

1.3. "*Event of Default*" shall mean an Event of Default as defined in the Loan Agreement or any default or breach of this Agreement by Grantor which continues for 30 days after written notice thereof has been given to the Grantor by Secured Party, provided that if such default cannot be reasonably cured with due diligence within such 30 day period and Grantor has commenced and thereafter diligently prosecutes such cure to completion, then such 30 days shall be extended for up to an additional 150 days from the expiration of the initial 30 day period.

1.4. "*Marks*" shall mean any and all of the following: "Hotel Carlyle", "Carlyle", and "Carlyle Hotel", and the Additional Marks which were acquired by Grantor pursuant to the Purchase Agreement (as defined in the Loan Agreement) or which are otherwise owned by Grantor in connection with the Hotel Carlyle Business (as defined in the Loan Agreement). Grantor hereby represents and warrants to Secured Party that all applications and registrations for the Marks which are currently owned by the Grantor are set forth on Schedule A hereto.

1.5. "*Additional Marks*" shall mean any and all trademarks, service marks, names, source identifiers, business names, fictional names or "d/b/a's," logos, slogans, and stylized renderings of any of the foregoing, and any and all registrations or applications therefor, whether now in existence, or hereafter filed or issued, that include the word "Carlyle" and/or the whether in block print or in logo form and whether alone, as part of a phrase or design, or in a derivative form, and any contractions, abbreviations, translations, or variations thereof.

1.6. "*UCC*" shall mean the Uniform Commercial Code as in effect from time to time in the State of New York, U.S.A.

## 2. GRANT OF SECURITY INTEREST

To secure the Obligations, Grantor hereby grants to Secured Party as collateral security a continuing first priority security interest in and lien upon the Collateral, subject, however, to any security interests or other lien, encumbrance, or

grants or rights, in whole or in part, if any, which may have been granted by Seller (as defined in the Loan Agreement) prior to the date hereof.

### 3. REPRESENTATIONS AND WARRANTIES

Grantor represents and warrants to Secured Party, as of the date hereof, which representations and warranties shall survive execution and delivery of this Agreement, as follows:

(a) Grantor is authorized to enter into this Agreement, and to Grantor's actual knowledge its entry into this Agreement is not and would not, with the passage of time, be in breach or violation of any governmental order or law or the contractual rights of any third party (by contract or otherwise);

(b) (i) to Grantor's actual knowledge, the Collateral is not now subject to any security interest in favor of any Person other than Secured Party, and (ii) there is no effective financing statement or other document or instrument now signed or on file in any United States public office granting a security interest in or otherwise encumbering any part of the Collateral; and

(c) The Collateral shall not become subject to any security interest in favor of any Person other than Secured Party so long as this Agreement remains in effect. So long as this Agreement remains in effect, Grantor will not execute, and there will not be on file in any public office, any such financing statement or other document or instruments, except financing statements filed or to be filed in favor of Secured Party.

### 4. COVENANTS

Grantor covenants and agrees with Secured Party that from and after the date of this Agreement:

(a) Grantor will, from time to time, promptly execute, deliver, file and record all further instruments, endorsements and other documents, and take such further action as may be reasonably necessary for the perfection of the security interest of the Secured Party hereunder or for obtaining the benefits of the rights, remedies and powers herein granted, including, without limitation, the following:

(i) the filing of any financing statements under the UCC in effect in any jurisdiction with respect to the liens and security interests granted hereby. A photocopy or other reproduction of this Agreement shall be sufficient as a financing statement and may be filed in lieu of the original to the extent permitted by applicable law;

(ii) the filing or recordation of any other document, including without limitation the filing of any document in the U.S. Patent and Trademark Office, reasonably necessary to acknowledge, confirm, register, record or perfect Secured Party's interest in any of the Collateral;

(iii) the taking of all such other acts as may be reasonably necessary for the purpose of carrying out the terms of this Agreement; and

(b) the actual out-of-pocket expenses for taking of the foregoing actions by Grantor or Secured Party shall be paid by Grantor. Grantor shall pay such costs within thirty (30) days of the Secured Party's demand therefor. Grantor will not change its name or the location of its chief executive office without (i) giving Secured Party at least thirty (30) days' prior written notice clearly describing such new name or location and providing such other information in connection therewith as Secured Party may reasonably request, and (ii) taking all action reasonably necessary to maintain the security interest of Secured Party in the Collateral intended to be granted hereby as perfected with the same priority and in full force and effect.

## 5. NEW COLLATERAL

To the extent that Grantor acquires any right, title and interest to assets of a type set forth under, and as limited by, the definition of "Collateral" hereunder such rights shall automatically be deemed "Collateral" hereunder and shall be subject to the security interest and lien granted to Secured Party hereunder.

## 6. RIGHTS AND REMEDIES UPON AN EVENT OF DEFAULT

6.1. If any Event of Default shall have occurred and be continuing, then Secured Party, in addition to other rights and remedies provided for herein or in the Loan Agreement and any rights now or hereafter existing under applicable law, shall have all rights and remedies as a secured party under the UCC in all relevant jurisdictions in respect of the Collateral.

6.2. Following an Event of Default which shall have occurred and is continuing, Secured Party may make any transfer, assignment or disposition (a "Transfer") of any of the Collateral. Any such Transfer which shall be a private sale or other private proceeding shall be made upon not less than ten (10) days' written notice to Grantor specifying the time at which such Transfer is to be made and the intended sale price or other consideration therefor, and shall be subject, for the ten (10) days after the giving of such notice, to the right of Grantor or any nominee of Grantor to acquire the Collateral involved at a price or for such other consideration at least equal to the intended sale price or other consideration so specified. Any such Transfer which shall be a public sale shall be made upon not less than ten (10) days' written notice to Grantor specifying the time and place of such sale and, in the absence of applicable requirements of law, shall be by public auction, after publication of notice of such auction not less than ten (10) days prior thereto in two newspapers in general circulation in the jurisdiction in which such auction is to be held. Secured Party may bid for and become the purchaser of the Collateral or any item thereof offered for sale in accordance with this Section. If, under mandatory requirements of applicable law, Secured Party shall be required to make a Transfer of the Collateral within a period of time which does not permit the giving of notice to Grantor as hereinabove specified, then Secured Party shall give Grantor such notice of Transfer as shall be possible in view of such mandatory requirements of applicable law.

6.3. Upon the occurrence and continuance of an Event of Default, Secured Party shall have the right at any time to make any payments and do any other acts Secured Party may deem necessary to protect its security interests in the Collateral, including, without limitation, the rights to pay, purchase, contest or compromise any encumbrance, charge or lien which, in the reasonable judgment of Secured Party appears to be prior to or superior to the security interests granted hereunder in the Collateral, and appear in and defend any action or proceeding purporting to affect its security interests in, and/or the value of, the Collateral.

## 7. TERMINATION OF SECURITY AGREEMENT

7.1. Upon satisfaction in full of the Obligations this Agreement shall automatically terminate and Secured Party, at the request of Grantor, will promptly execute and deliver to Grantor the proper instruments acknowledging such termination and will duly, without recourse, representation or warranty of any kind whatsoever, release such of the Collateral not therefore disposed of, applied or released from the security interest and lien created hereby.



## 8. MISCELLANEOUS.

8.1. Notices. All notices required or permitted by this Agreement to be given shall be made in accordance with the Loan Agreement.

### 8.2. Governing Law; Submission to Jurisdiction.

(a) THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAW).

(b) Any legal action or proceeding with respect to this Agreement and any action for enforcement of any judgment in respect thereof may be brought in the courts of the State of New York or of the United States of America for the Southern District of New York, and, by execution and delivery of this Agreement, Grantor and Secured Party hereby accept for themselves and in respect of their property, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts and appellate courts from any thereof. Grantor and Secured Party irrevocably consent to the service of process out of any of the aforementioned courts in any such action or proceeding by the hand delivery, or mailing of copies thereof by registered or certified mail, postage prepaid, to the Grantor or Secured Party at their respective addresses set forth below and Grantor also hereby irrevocably appoints Stroock & Stroock & Lavan LLP, having an address at 180 Maiden Lane, New York, New York 10038, as Grantor's agent for service of such process hereunder. The Grantor and Secured Party hereby irrevocably waive any objection which either may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement brought in the courts referred to above and hereby further irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum. Nothing herein shall affect the right of Secured Party to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against the Grantor in any other jurisdiction.

8.3. Entire Agreement; Modifications. This Agreement and the other Loan Documents embody the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements with respect thereto.

This Agreement may not be amended or modified, except by a written instrument signed by the party against whom such modification or amendment is to be enforced.

8.4. Binding Effect. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

8.5. Transfer by Secured Party. Secured Party may Transfer its rights in and to this Agreement, subject to the provisions of Section 9.22 of the Loan Agreement.

8.6. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall together constitute one and the same instrument, and shall become effective when one or more counterparts have been signed by Secured Party and delivered to Grantor and one or more counterparts have been signed by Grantor and delivered to Secured Party.

8.7. This Agreement is subject to the provisions of Section 6.3 of the Loan Agreement.

## 9. SUBSTITUTION OF COLLATERAL.

In the event that Grantor or any Affiliate of Grantor shall acquire any right, title or interest with respect to any assets of a type set forth under, and as limited by, the definition of "Collateral" hereunder, pursuant to a license or similar agreement with Hotel Carlyle Owners Corporation or any other party then Grantor shall promptly (i) sublicense, or cause such Affiliate of Grantor to sublicense, such rights and interests licensed under such license or similar agreement to Grantor, and (ii) as security for the Obligations, execute and deliver to Secured Party a pledge and security agreement granting Secured Party a first priority lien and security interest in such rights and interests described in such sublicense, such sublicense and pledge and security agreement to be in the form and substance of this Agreement except that the Collateral described herein shall be replaced with the rights and interests licensed under such sublicense provided that such rights and interests include all of the Collateral hereunder and provided further that (A) Secured Party shall have a perfected first priority security interest in the rights and interests described in the sublicense, and (B) no Collateral under this Agreement shall be released until all applicable preference, voidable transfer, and fraudulent conveyance periods under applicable bankruptcy law have expired with respect to the granting of the security

interest to Secured Party by Grantor of the rights and interests sublicensed under such sublicense.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date and year first above written.

GRANTOR

76 MADISON, L.L.C.,  
a Delaware limited liability company

By: Hotel Value Fund, L.P.,  
a Delaware limited partnership,  
a member

By: Hotel Equity Fund VI, L.P.,  
a Delaware limited partnership,  
its general partner

By: Hotel Capital Partners VI, L.P., a Delaware limited partnership, its general partner

By: MW Partners VI, L.L.C., a Delaware limited liability company, one of its general partners

By: Maritz Family Partners, L.P., a Missouri limited partnership

By:

  
Name: Philip F. Maritz  
Title: General partner

**THE CARLYLE, LLC,**  
a Delaware limited liability company

**By: Hotel Value Fund, L.P.,**  
a Delaware limited partnership,  
a member

**By: Hotel Equity Fund VI, L.P.,**  
a Delaware limited partnership,  
its general partner

**By: Hotel Capital Partners VI, L.P.,** a Dela-  
ware limited partnership, its general  
partner

**By: MW Partners VI, L.L.C.,** a Delaware  
limited liability company, one of its  
general partners


**By: Maritz Family Partners, L.P.,** a Missouri  
limited partnership

**By:**

  
Name: Philip F. Maritz  
Title: General partner

**SECURED PARTY**

**CARLYLE FINANCE LLC,  
a Delaware limited liability company**

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

SCHEDULE A to Trademark Security Agreement

Applications and Registrations

(See Attached)

SKADDEN ARPS + 1212 336 888

# Hotel Carlyle Management Corporation Trademark Portfolio

| Mark          | Goods/Services  | IC | Status     | Filing Date | Application No. | Reg. Date | Registration No |
|---------------|---|----|------------|-------------|-----------------|-----------|-----------------|
| UNITED STATES |   |    |            |             |                 |           |                 |
| BEMELMANS BAR | COCKTAIL LOUNGE, CABARET AND RESTAURANT SERVICES  | 42 | REGISTERED | 2/25/93     | 74/363,561      | 6/21/94   | 1,441,020       |
|               | COCKTAIL LOUNGE, CABARET AND RESTAURANT SERVICES  | 42 | REGISTERED | 2/25/93     | 74/363,563      | 5/17/94   | 1,837,170       |
|               | COCKTAIL LOUNGE, CABARET AND COCKTAIL LOUNGE SERVICES   | 42 | REGISTERED | 2/25/93     | 74/363,557      | 10/19/93  | 1,799,853       |
|               | RESTAURANT, CAFE, CABARET AND COCKTAIL LOUNGE SERVICES  | 42 | REGISTERED | 2/25/93     | 74/363,558      | 10/12/93  | 1,798,399       |
|               | RESTAURANT, CAFE, CABARET AND COCKTAIL LOUNGE SERVICES  | 42 | REGISTERED | 2/25/93     | 74/363,562      | 10/19/93  | 1,798,854       |
|               | RESTAURANT, CAFE, CABARET AND COCKTAIL LOUNGE SERVICES  | 42 | REGISTERED | 2/25/93     | 74/363,551      | 11/9/93   | 1,803,514       |
|               | HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITY AND HEALTH SPA SERVICES         | 42 | REGISTERED | 2/25/93     | 74/363,376      | 10/18/94  | 1,858,315       |
|               | SOAP FOR HANDS, FACE AND BODY DISTRIBUTED IN ASSOCIATION WITH HOTEL SERVICES                  | 03 | REGISTERED | 2/25/93     | 74/363,380      | 12/7/93   | 1,809,245       |
|               | FABRIC TABLE LINENS, NAMELY, NAPKINS, PLACEMATS AND ROOM SERVICE TRAY COVERS                  | 24 | REGISTERED | 6/9/99      | 75/725,679      | 3/21/00   | 2,339,114       |
|               | GENERAL FEATURE MAGAZINE OF LUXURY HOTEL DIRECTED TO HOTEL GUESTS AND TRAVELERS               | 16 | REGISTERED | 2/25/93     | 74/363,559      | 11/16/93  | 1,804,894       |
|               | ASHTRAYS, NOT OF PRECIOUS METAL   | 34 | REGISTERED | 9/23/99     | 75/606,970      |           |                 |
|               | BEAUTY SALON PRODUCTS, NAMELY, SHAMPOOS, CONDITIONERS, HAIR GEL, MOUSSE AND HAIR COLORING DYE | 03 | ALLOWED    |             |                 |           |                 |
|               | PROVIDING HAIR CUTTING, HAIR STYLING, AND BEAUTY SALON SERVICES                               | 42 | PENDING    |             | 523/00          |           | 76/054,546      |

THE CARLYLE



**Hotel Carlyle Management Corporation Trademark Portfolio**

| mark                                   | Goods/Services  | IC | Status     | Filing Date | Application No. | Reg. Date | Registration No. |
|--|---|----|------------|-------------|-----------------|-----------|------------------|
| UNITED STATES Continued<br>THE CARLYLE | HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITY AND HEALTH SPA SERVICES   | 42 | REGISTERED | 2/25/93     | 74/363,556      | 11/9/93   | 1,803,516        |
|  | PAPER PRODUCTS, NAMELY, COCKTAIL NAPKINS, BEVERAGE NAPKINS, AND BEVERAGE COASTERS       | 16 | REGISTERED | 2/25/93     | 74/363,377      | 10/12/93  | 1,797,821        |
|  | GLASSES (DRINKING); NAMELY, WINE GLASSES, STEM GLASSES AND BAR GLASSES                  | 21 | REGISTERED | 2/25/93     | 74/363,379      | 11/9/93   | 1,803,261        |
| THE CARLYLE AND DESIGN                 | CLOTHING, NAMELY, POLO SHIRTS, T-SHIRTS AND SWEATSHIRTS                                 | 25 | REGISTERED | 2/25/93     | 74/363,552      | 2/1/94    | 1,818,928        |
|  | SOAP FOR HANDS, FACE AND BODY   | 03 | REGISTERED | 2/25/93     | 74/363,580      | 7/19/94   | 1,845,304        |
|  | CLOTHING; NAMELY, BATHROBES   | 25 | REGISTERED | 2/25/93     | 74/363,381      | 11/2/93   | 1,802,172        |
| THE CARLYLE WITH STYLIZED LETTERS      | HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITY AND HEALTH SPA SERVICES   | 42 | REGISTERED | 2/25/93     | 74/363,554      | 11/2/93   | 1,802,458        |
|  | HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITY AND HEALTH SPA SERVICES   | 42 | REGISTERED | 2/25/93     | 74/363,555      | 11/9/93   | 1,803,515        |
|  | UMBRELLAS   | 18 | REGISTERED | 2/25/93     | 74/363,378      | 11/9/93   | 1,803,258        |
| ANTIGUA & BARBUDA                      |   |    | MAILED     |             |                 |           |                  |
| THE CARLYLE                            |   |    |            |             |                 |           |                  |
| ARGENTINA                              |   |    |            |             |                 |           |                  |
| THE CARLYLE                            | HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES | 42 | PENDING    | 5/28/98     | 2220994         |           |                  |

Hotel Carlyle Management Corporation Trademark Portfolio

| Mark | Goods/Services | IC | Status | Filing Date | Application No. | Reg. Date | Registration No. |
|------|----------------|----|--------|-------------|-----------------|-----------|------------------|
|------|----------------|----|--------|-------------|-----------------|-----------|------------------|

|           |  |    |            |         |        |         |        |
|-----------|--|----|------------|---------|--------|---------|--------|
| AUSTRALIA | HOTEL, RESTAURANT, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES | 42 | REGISTERED | 5/24/99 | 795008 | 7/15/00 | 795008 |
|-----------|--|----|------------|---------|--------|---------|--------|

|             |                  |    |            |         |        |         |        |
|-------------|------------------|----|------------|---------|--------|---------|--------|
| THE CARLYLE | CABARET SERVICES | 41 | REGISTERED | 6/24/99 | 795008 | 7/15/00 | 795008 |
|-------------|------------------|----|------------|---------|--------|---------|--------|

|         |   |    |         |        |       |  |  |
|---------|---|----|---------|--------|-------|--|--|
| BAHAMAS | ALL GOODS INCLUDED IN LOCAL CLASS 39 (PRINTED MATTER) | 39 | PENDING | 7/5/98 | 21741 |  |  |
|---------|---|----|---------|--------|-------|--|--|

|             |   |    |         |         |       |  |  |
|-------------|---|----|---------|---------|-------|--|--|
| THE CARLYLE | CAPS, BATHROBES, SHIRTS, T-SHIRTS, SWEATSHIRTS, BLAZERS, JACKETS, NECKTIES, PALAMAS, SWEATERS AND SOCKS IN LOCAL CLASS 38 | 38 | PENDING | 7/23/99 | 21779 |  |  |
|-------------|---|----|---------|---------|-------|--|--|

|         |   |    |           |         |         |         |       |
|---------|---|----|-----------|---------|---------|---------|-------|
| BERMUDA | HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES | 42 | PUBLISHED | 6/29/99 | 0030716 | 10/9/00 | 30716 |
|---------|---|----|-----------|---------|---------|---------|-------|

|        |  |    |         |         |           |  |  |
|--------|--|----|---------|---------|-----------|--|--|
| BRAZIL | HOTEL SERVICES IN LOCAL CLASS 39, 50; RESTAURANT, COCKTAIL LOUNGE SERVICES IN LOCAL CLASS 39, 60 | 39 | PENDING | 6/23/99 | 821920073 |  |  |
|--------|--|----|---------|---------|-----------|--|--|

|             |  |    |         |         |           |  |  |
|-------------|--|----|---------|---------|-----------|--|--|
| THE CARLYLE | BANQUET FACILITIES SERVICES IN LOCAL CLASS 40, 20; HEALTH SPA SERVICES IN LOCAL CLASS 40, 75 | 40 | PENDING | 6/23/99 | 812820065 |  |  |
|-------------|--|----|---------|---------|-----------|--|--|

Hotel Carlyle Management Corporation Trademark Portfolio

Goods/Services

IC Status Filing Date Application No. Reg. Date Registrations No

BRITISH VIRGIN ISLANDS REGISTERED 7/5/99 1844 10/5/00 1844

THE CARLYLE

CANADA

HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES 42 PENDING 5/31/99 1017243

SOAP FOR HANDS, FACE AND BODY; GLASSES (DRINKING), NAMELY, WINE GLASSES, STEM GLASSES AND BAR GLASSES; CLOTHING, NAMELY, BATHROBES, CAPS, SHIRTS, BLAZERS, NECKTIES, PAJAMAS, SWEATERS, SOCKS, POLO SHIRTS, T-SHIRTS, SWEATSHIRTS, ASHTRAYS, NOT OF PRECIOUS MET

CHINA

HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES 42 REGISTERED 7/6/99 9900077731 10/7/00 1455540

CUBA

HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES 42 PENDING 5/21/99 926938

EGYPT

HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES 42 PENDING 5/30/99 124204

Hotel Carlyle Management Corporation Trademark Portfolio

| Mark | Goods/Services | IC | Status | Filing Date | Application No. | Reg. Date | Registration No |
|------|----------------|----|--------|-------------|-----------------|-----------|-----------------|
|------|----------------|----|--------|-------------|-----------------|-----------|-----------------|

EUROPEAN UNION (CTM)

CAFE CARLYLE

RESTAURANT, CAFE, CABARET AND COCKTAIL LOUNGE SERVICES

42 PENDING 6/3/00 1682912

42 REGISTERED

5/21/99 1180918

7/31/00

001180918

THE CARLYLE

HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES

25 REGISTERED

5/21/99 1180918

7/31/00

001180918

CLOTHING, NAMELY, CAPS, BATHROBES, SHIRTS, T-SHIRTS AND SWEATSHIRTS

03 REGISTERED

5/21/99 1180918

7/31/00

001180918

TOILETRIES, LOTIONS, SHAMPOO, HAIR CONDITIONER, SOAPS, SKIN LOTIONS ALL DISTRIBUTED IN ASSOCIATION WITH HOTEL SERVICES

FEDERATION OF RUSSIA

THE CARLYLE

HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES

42 PENDING

5/24/99 99707861

FIJI

THE CARLYLE

PAPER PRODUCTS, NAMELY, COCKTAIL NAPKINS, BEVERAGE NAPKINS AND BEVERAGE COASTERS IN FIJI CLASS 39

16 PENDING

7/15/99 26289

HONG KONG

THE CARLYLE

HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE SERVICES; BANQUET SERVICES AND HEALTH SPA SERVICES

42 REGISTERED

5/29/99 9906865

1/19/00

120022000

Hotel Carlyle Management Corporation Trademark Portfolio

| Mark | Goods/Services | IC | Status | Filing Date | Application No. | Reg. Date | Registration No |
|------|----------------|----|--------|-------------|-----------------|-----------|-----------------|
|------|----------------|----|--------|-------------|-----------------|-----------|-----------------|

INDIA

THE CARLYLE

PAPER, CARDBOARD AND GOODS MADE FROM THESE MATERIALS; PRINTED MATTER; STATIONERY; OFFICE REQUISITES; INSTRUCTIONAL AND TEACHING MATERIAL; PLASTIC MATERIALS FOR PACKAGING ALL GOODS INCLUDED IN CLASS 18

CLOTHING INCLUDING CAPS, BATHROBES, SHIRTS, T-SHIRTS, SWEATSHIRTS, BLAZERS, JACKETS, NECKTIES, PALMAMS, SWEATERS AND SOCKS

16 PENDING 6/14/99 860909

25 PENDING 6/14/99 860910

ISRAEL

THE CARLYLE

HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES

42 PUBLISHED 5/24/99 127981 4/9/00 127981

JAPAN

THE CARLYLE

PROVIDING ACCOMMODATIONS, MEDIATING OR ACTING AS AGENT FOR CONTRACT OF PROVISION OF ACCOMMODATIONS; PROVIDING FOOD AND DRINKS, PROVIDING ALCOHOL DRINKS; PROVIDING SPA FACILITIES, PROVIDING BANQUET FACILITIES

42 REGISTERED 6/7/99 11-050233 9/14/00 4417475

KUWAIT

THE CARLYLE

HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES

42 PENDING 7/28/99 43768

Hotel Carlyle Management Corporation Trademark Portfolio

| Mark        | Goods/Services   | IC | Status     | Filing Date | Application No. | Reg. Date | Registration No |
|-------------|--|----|------------|-------------|-----------------|-----------|-----------------|
| LEBANON     | HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES  | 42 | REGISTERED | 07/5/99     | 80043           | 07/5/99   | 80043           |
| THE CARLYLE |  |    |            |             |                 |           |                 |
| MALAYSIA    | HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES, AS PART OF THE HOTEL SERVICES OR FACILITIES | 42 | PENDING    | 5/25/99     | 99/04509        |           |                 |
| THE CARLYLE |  |    |            |             |                 |           |                 |
| MEXICO      | RESTAURANT SERVICES (FOOD); TEMPORARY LODGING; HOTEL SERVICES; BAR SERVICES AND SPA SERVICES PROVIDED BY HOTELS                      | 42 | REGISTERED | 5/24/99     | 378485          | 2/22/00   | 641,879         |
| THE CARLYLE |  |    |            |             |                 |           |                 |
| MONACO      | HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES  | 42 | REGISTERED | 07/28/99    | N/A             | 07/28/99  | 99.20711        |
| THE CARLYLE |  |    |            |             |                 |           |                 |
| NEPAL       | HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES  | 42 | REGISTERED |             |                 | 10/28/99  | 14809/058       |
| THE CARLYLE |  |    |            |             |                 |           |                 |

Hotel Carlyle Management Corporation Trademark Portfolio

| Mark                | Goods/Services  | IC | Status     | Filing Date | Application No. | Reg. Date | Registration No. |
|---------------------|---|----|------------|-------------|-----------------|-----------|------------------|
| <b>NEW ZEALAND</b>  |   |    |            |             |                 |           |                  |
| THE CARLYLE         | HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES | 42 | PENDING    | 5/24/99     | 310074          |           |                  |
| <b>NORWAY</b>       |   |    |            |             |                 |           |                  |
| THE CARLYLE         | HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES | 42 | REGISTERED | 5/28/99     | 1999 05074      | 6/8/00    | 203,295          |
| <b>PHILIPPINES</b>  |   |    |            |             |                 |           |                  |
| THE CARLYLE         | HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES | 42 | PENDING    | 5/25/99     | 4-1999-03890    |           |                  |
| <b>SAUDI ARABIA</b> |   |    |            |             |                 |           |                  |
| THE CARLYLE         | HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES | 42 | REGISTERED | 10/11/99    | 523/95          | 3/7/00    | 95523            |
| <b>SINGAPORE</b>    |   |    |            |             |                 |           |                  |
| THE CARLYLE         | HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES | 42 | PENDING    | 5/25/99     | T99/05353Z      |           |                  |

Hotel Carlyle Management Corporation Trademark Portfolio

| Mark           | Goods/Services   | IC | Status     | Filing Date | Application No. | Reg. Date | Registration No. |
|----------------|--|----|------------|-------------|-----------------|-----------|------------------|
| SWITZERLAND    | HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE,<br>BANQUET FACILITIES AND HEALTH SPA SERVICES | 42 | REGISTERED | 6/7/99      | 04669/1899      | 12/8/99   | 486614           |
| THE CARLYLE    |  |    |            |             |                 |           |                  |
| TAIWAN         | HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE,<br>BANQUET FACILITIES AND HEALTH SPA SERVICES | 42 | REGISTERED | 5/24/99     | 88023780        | 7/16/00   | 126695           |
| THE CARLYLE    |  |    |            |             |                 |           |                  |
| THAILAND       | HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE,<br>BANQUET FACILITIES AND HEALTH SPA SERVICES | 42 | PENDING    | 7/2/99      | 391615          |           |                  |
| THE CARLYLE    |  |    |            |             |                 |           |                  |
| TURKEY         | HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE,<br>BANQUET FACILITIES AND HEALTH SPA SERVICES | 42 | PENDING    | 7/7/99      | 5816399         |           |                  |
| THE CARLYLE    |  |    |            |             |                 |           |                  |
| UNITED KINGDOM | HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE,<br>BANQUET FACILITIES AND HEALTH SPA SERVICES | 42 | REGISTERED | 7/5/99      | 2202123         | 7/5/99    | 2202123          |
| THE CARLYLE    |  |    |            |             |                 |           |                  |



Hotel Carlyle Management Corporation Trademark Portfolio

| Mark        | Goods/Services  | IC | Status  | Filing Date | Application No. | Reg. Date | Registration No |
|-------------|---|----|---------|-------------|-----------------|-----------|-----------------|
| VENEZUELA   | HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES | 42 | PENDING | 5/31/99     | 9278-99         |           |                 |
| THE CARLYLE |   |    |         |             |                 |           |                 |
| VIETNAM     | HOTEL, RESTAURANT, CABARET, COCKTAIL LOUNGE, BANQUET FACILITIES AND HEALTH SPA SERVICES | 42 | PENDING | 7/1/99      | N991728         |           |                 |
| THE CARLYLE |   |    |         |             |                 |           |                 |

**Domain Name Chart  
December 18, 2000**

*The following includes all records in Internic but does not include all domain names registered through register.com and the other new registering entities.*

| <b>Domain Name</b>         | <b>Owner of Record</b> |
|----------------------------|------------------------|
| thecarlylehotelnewyork.com | Hotel Carlyle          |
| thehotelcarlyle.com        | Hotel Carlyle          |

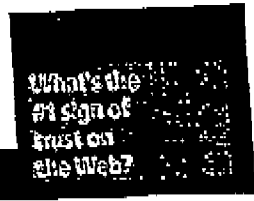
WHOIS Search Results



HOME MAKE CHANGES PRODUCTS & SERVICES SITE MAP HELP

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WHOIS



www.

.tv

Search Results

Registrant: Hotel Carlyle (THECARLYLEHOTELNEWYORK-DOM) 35 East 76th Street New York, NY 10021 US

Domain Name: THECARLYLEHOTELNEWYORK.COM

Administrative Contact, Billing Contact: Meeks, William (WM4885) WilliamAMEeks@PRODIGY.NET Hotel Carlyle 35 East 76th Street New York, NY 10021 212-744-1600 (FAX) 212-396-2098

Technical Contact: Registrar, Domain (RI52-ORG) domain-registrar@REGISTER.COM Register.com 575 8th Avenue - 11th Floor New York, NY 10018 USA 212-798-9200 Fax- 212-629-9305 Fax- - 212-629-9305

Record last updated on 03-Apr-1999. Record expires on 03-Apr-2001. Record created on 03-Apr-1999. Database last updated on 18-Dec-2000 03:58:13 EST.

Domain servers in listed order:

DNS11.REGISTER.COM 209.67.50.233 DNS12.REGISTER.COM 209.67.50.234

Look up another domain name using WHOIS:



Search input field

To look up a NIC handle, host name, or registrant, use the keywords below:

- To search by NIC handle (or contact), type "handle WA3509"
- To search by name, type "name lastname, firstname"
- To search by company name, type "name The Sample Corporation"
- To search by domain name, type "example.com"
- To search by IP address, type "host 121.23.2.7"
- To search by host or nameserver name, type "host ns1.worldnic.com"

For advanced WHOIS search instructions please see our WHOIS Help.

Search our dot com directory to find businesses online.

WHOIS Search Results

http://www.networksolutions.com/cgi...s?!THECARLYLEHOTELNEWYORK-DOM&id=0

Use IdNames' services register your name in more than 50 countries.



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http://www.networksolutions.com/cgi-bin/whois?THEHOTELCARLYLE-DOM&id=0

WHOIS Search Results



HOME MAKE CHANGES PRODUCTS & SERVICES SITE MAP HELP

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WHOIS

Keep Hackers:

www. .tv

Search:

Registrant: Hotel Carlyle (THEHOTELCARLYLE-DOM) 35 East 76th Street New York, NY 10021 US

Domain Name: THEHOTELCARLYLE.COM

Administrative Contact, Billing Contact: Meeks, William (WM4885) WilliamAMeeks@PRODIGY.NET Hotel Carlyle 35 East 76th Street New York, NY 10021 212-744-1600 (FAX) 212-396-2098

Technical Contact: Registrar, Domain (R152-ORG) domain-registrar@REGISTER.COM Register.com 575 8th Avenue - 11th Floor New York, NY 10018 USA 212-798-9200 Fax- 212-629-9305 Fax- - 212-629-9305

Record last updated on 03-Apr-1999. Record expires on 03-Apr-2001. Record created on 03-Apr-1999. Database last updated on 18-Dec-2000 03:58:13 EST.

Domain servers in listed order:

DNS11.REGISTER.COM 209.67.50.233 DNS12.REGISTER.COM 209.67.50.234

Look up another domain name using WHOIS:

Search input field with a search button

To look up a NIC handle, host name, or registrant, use the keywords below:

- To search by NIC handle (or contact), type "handle WA3509"
To search by name, type "name lastname, firstname"
To search by company name, type "name The Sample Corporation"
To search by domain name, type "example.com"
To search by IP address, type "host 121.23.2.7"
To search by host or nameserver name, type "host ns1.worldnic.com"

For advanced WHOIS search instructions please see our WHOIS Help.

Search our dot com directory to find businesses online.