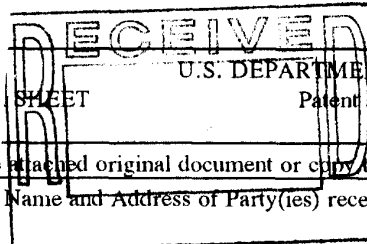


07-14-1998



100763123



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

MRO 7-1-98

To the Honorable Commissioner of Patents and Trademarks. Please attach original document or copy thereof.

1. Name of Party(ies) conveying an interest:

Lexington Services Associates, Ltd., doing business as  
Lexington Services, Ltd.  
2120 Walnut Hill Lane, Suite 100  
Irving, Texas 75038

Individual(s)       Association  
 General Partnership       Limited Partnership - Texas  
 Corporation  
 Other

2. Name and Address of Party(ies) receiving an interest:

Lexington Licensing, Ltd.  
2120 Walnut Hill Lane, Suite 100  
Irving, Texas 75038

Individual       Association  
 General Partnership       Limited Partnership - Texas  
 Corporation  
 Other  
 Citizenship

3. Interest Conveyed:

Assignment       Change of Name  
 Security Agreement       Merger  
 Other

Execution Date: June 1, 1998

If not domiciled in the United States, a domestic representative designation is attached:

Yes  
 No

4. Application number(s) or registration number(s). Additional sheet attached?      Yes      X      No

A. Trademark Application No.(s)  
75/344,278 and 75/344,281

B. Trademark Registration No.(s)  
1,072,371; 1,152,761; and 1,309,495

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Anna Conyers Kuhn, Esq.  
Baker & Botts, L.L.P.  
Street Address: 2001 Ross Avenue  
City: Dallas  
State: Texas      Zip: 74201

6. Number of applications and registrations involved: Five (5)

7. Amount of fee enclosed or authorized to be charged: \$140.00

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account):

DO NOT USE THIS SPACE

9. 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.*

Anna Conyers Kuhn            July 1, 1998  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet 7

OMB No. 0651-0011 (exp. 4/94)      Do not detach this portion

Mail documents to be recorded with required cover sheet information:

07/10/1998 SSMITH 00000005 1072371      Commissioner of Patent and Trademarks  
 01 FC:481      40.00 OP      Box Assignments  
 02 FC:482      100.00 OP      Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503.

TRADEMARK ASSIGNMENT

WHEREAS, LEXINGTON SERVICES ASSOCIATES, LTD., doing business as LEXINGTON SERVICES, LTD. (hereafter "Assignor"), a Texas limited partnership, having an address of 2120 Walnut Hill Lane, Suite 100, Irving, Texas 75038, is the owner of all right, title and interest in and to the marks set forth on Schedule A attached hereto and the United States Trademark Registrations granted therefor (hereafter the "Marks"); and

WHEREAS, Assignor is the owner of all right, title and interest in and to the marks set forth on Schedule B attached hereto and the Trademark Registrations granted therefor (hereafter the "Marks"); and

WHEREAS, LEXINGTON LICENSING, LTD. (hereafter "Assignee"), a Texas limited partnership, having an address of 2120 Walnut Hill Lane, Suite 100, Irving, Texas 75038, desires to acquire all right, title and interest in and to Marks and in and to the associated U.S. and foreign registrations therefor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, assign and set over to Assignee, its successors, assigns and legal representatives, the entire right, title and interest in and to:

(1) the Marks set forth in Schedule A, together with the goodwill of the business symbolized by the Marks throughout the world;

(2) the Marks set forth in Schedule B, together with the goodwill of the business symbolized by the Mark;

Assignor also assigns unto Assignee all claims for damages by reason of infringement prior to the assignment date of such Marks throughout the world, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Trademark Assignment on the dates and in the capacities shown below.

Assignor  
LEXINGTON SERVICES ASSOCIATES, LTD.  
doing business as LEXINGTON SERVICES, LTD.

By: LEXINGTON SERVICES CORPORATION

Its: General Partner

By:  \_\_\_\_\_

Shawn Heaton  
Vice President

Date: June 1, 1998

Assignee  
LEXINGTON LICENSING, LTD.

By: LEXINGTON SERVICES CORPORATION

Its: General Partner

By:  \_\_\_\_\_

Shawn Heaton  
Vice President

Date: June 1, 1998

STATE OF TEXAS

§  
§  
§

COUNTY OF Dallas

On this 1st day of June, 1998, personally appeared before me Shawn Heaton, to me known and known to me to be the Vice President of LEXINGTON SERVICES CORPORATION, a Texas corporation, and General Partner of LEXINGTON SERVICES ASSOCIATES, LTD., doing business as LEXINGTON SERVICES, LTD., the Assignor above named, and acknowledged that he executed the foregoing assignment on behalf of said Assignor and pursuant to authority duly received.

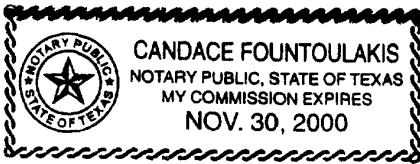
Candace Fountoulakis

Notary Public - Texas State at Large

Candace Fountoulakis  
(Printed Name)

My Commission Expires:

11/30/2000



[SEAL]

STATE OF TEXAS

§  
§  
§

COUNTY OF Dallas

On this 1st day of June, 1998, personally appeared before me Shawn Heaton, to me known and known to me to be the Vice President of LEXINGTON SERVICES CORPORATION, a Texas corporation, and General Partner of LEXINGTON LICENSING, LTD., the Assignee above named, and acknowledged that he executed the foregoing assignment on behalf of said Assignee and pursuant to authority duly received.

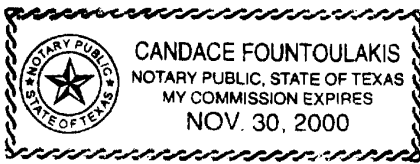
Candace Fountoulakis

Notary Public - Texas State at Large

Candace Fountoulakis  
(Printed Name)

My Commission Expires:

11/30/2000



[SEAL]

SCHEDULE A

Registered U.S. Trademarks

<u>Registration No.</u>	<u>Issue Date</u>	<u>Mark</u>
1,072,371	08/30/77	LEXINGTON
1,152,761	04/28/81	HOME AWAY FROM HOME
1,309,495	12/11/84	A SUITE FOR THE PRICE OF A ROOM

Pending U.S. Trademarks

<u>Serial No.</u>	<u>Filing Date</u>	<u>Mark</u>
75/344,278	08/20/97	LEXINGTON
75/344,281	08/20/97	HOME AWAY FROM HOME

SCHEDULE B

Registered Foreign Trademarks

<u>Registration No.</u>	<u>Issue Date</u>	<u>Country</u>	<u>Mark</u>
335,907	12/31/87	Canada	LEXINGTON
340,039	05/06/88	Canada	HOME AWAY FROM HOME
348,019	11/18/88	Canada	A SUITE FOR THE PRICE OF A ROOM
426,026	11/23/92	Mexico	LEXINGTON

Pending Foreign Trademark Application

<u>Application No.</u>	<u>Filing Date</u>	<u>Country</u>	<u>Mark</u>
76,125	04/01/96	European Community	LEXINGTON