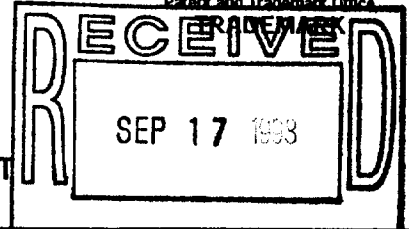


09-21-1998



100870180

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



*md
9-17-98*

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

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
05 -28 -98

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

09/21/1998 DNGUYEN 00000244 75208380

01 FC:481 40.00 DP
02 FC:482 550.00 DP

file OK

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 (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, 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, D.C. 20231

TRADEMARK
REEL: 1789 FRAME: 0633

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)

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 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.

Christine L. Lofgren, Esq.

Christine L. Lofgren

9/14/98

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

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

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

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

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

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.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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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ASSIGNMENT OF TRADEMARKS

WHEREAS, **GOLDEN DOOR, LLC** is a California corporation, having a principal place of business at 777 Deer Springs Rd., Escondido, CA 92069 and **GOLDEN DOOR** is a California corporation having a principal place of business at 777 Deer Springs Rd., Escondido, CA 92069 (hereinafter collectively referred to as “Assignor”);

WHEREAS, Assignor (1) is the owner of certain Trademarks and Service marks (collectively referred to as the “Marks”), including those listed in Schedules A-C, (2) is the owner of certain registrations and applications, including those listed in Schedules A-C, relating to the Marks, and (3) is the owner of certain copyrights and copyright registrations related thereto, including those listed in Schedule D;

WHEREAS, **WYNDHAM INTERNATIONAL, INC.**, a Delaware corporation, having a principal place of business at 1950 Stemmons Freeway, Suite 6001, Dallas, TX 75207 (hereinafter “Assignee”), is desirous of acquiring (1) the Marks and the registrations and applications related thereto, (2) the copyrights and copyright registrations related thereto, (3) together with all goodwill associated with the foregoing (collectively, items (1), (2) and (3) are referred to herein as “Intangible Property”); and

WHEREAS, one or both of the parties constituting Assignor own the Intangible Property, and by their joint execution hereof intend for all of their collective interest (however designated or documented) in the Intangible Property to be assigned to Assignee;

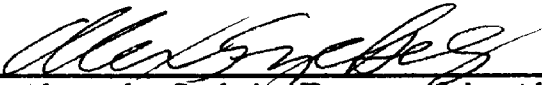
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns unto Assignee all right, title and interest in and to the Intangible Property, TO HAVE AND TO HOLD all and singular the Intangible Property unto Assignee, its heirs, executors, legal representatives, successors and assigns, forever, and Assignor does hereby bind itself, its heirs, executors, legal representatives, successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Intangible Property unto Assignee, its heirs, executors, legal representatives, successors and assigns, against every person whomsoever lawfully claiming or attempting to claim the same, or any part thereof, by, through or under Assignor. Assignor hereby represents and warrants to Assignee that the undersigned, by their execution below, have the requisite power and authority to assign the Intangible Property to Assignee and that all right, title and interest in such Intangible Property shall be vested in Assignee. Assignor furthermore agrees that upon request of Assignee, and without further remuneration, Assignor will execute any and all papers desired by Assignee to record this Assignment in any country and/or filing location.

[SIGNATURE PAGES TO FOLLOW]

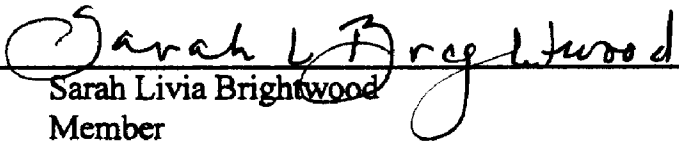
IN WITNESS WHEREOF, Assignor has executed this Agreement through their duly authorized representatives this 28 day of May, 1998.

ASSIGNOR:

GOLDEN DOOR, LLC,
a California limited liability company

By: 
Alexandre Szekely, Trustee of the Alexandre Szekely Trust, dated June 3, 1994

Its: Member

By: 
Sarah Livia Brightwood

Its: Member

By: _____
Deborah Szekely, Trustee of the Szekely Revocable Trust, dated May 14, 1987, as amended

Its: Member

GOLDEN DOOR,
a California corporation

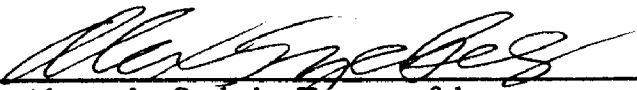
By: 
Alexandre Szekely


Its: President

By: 
Sarah Livia Brightwood


Its: Vice President/Public Relations

**DEER SPRINGS RANCH, LLC, a California
limited liability company**


By: Alexandre Szekely, Trustee of the
Alexandre Szekely Trust, dated
June 3, 1994
Its: Member


By: Sarah Livia Brightwood, Trustee of the
Sarah Livia Brightwood Revocable Trust,
Dated July 22, 1993
Its: Member

**DEBORAH SZEKELY, an unmarried woman,
individually and as Trustee of THE SZEKELY
REVOCABLE TRUST, also known as THE
SZEKELY REVOCABLE LIVING TRUST, dated
May 14, 1987**


**SARAH LIVIA BRIGHTWOOD, a married
woman, also known as LIVIA SZEKELY, also
known as LIVIA SOLEDAD SZEKELY, also known
as LIVIA S. SZEKELY, individually and as Co-
Trustee of THE SARAH LIVIA BRIGHTWOOD
REVOCABLE TRUST, dated July 22, 1993**

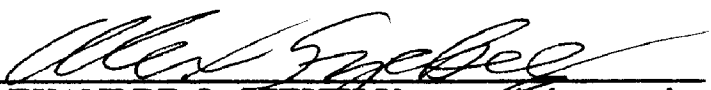

**ALEXANDRE O. SZEKELY, a married man, also
known as ALEXANDRE ODIN SZEKELY,
individually and as Trustee of THE ALEXANDRE
SZEKELY TRUST, dated June 3, 1994**

EXHIBIT A

U.S. TRADEMARK REGISTRATIONS

Mark	Application No.	Filing Date	Registration No.	Registration Date
GOLDEN DOOR	72/221,040	06-14-65	819,245	11-22-66
GOLDEN DOOR	72/386,374	02-25-71	958,717	05-08-73
GOLDEN DOOR	73/813,530	07-19-89	1,592,438	04-17-90
GOLDEN DOOR	72/293,512	03-18-68	862,884	12-31-68
GOLDEN DOOR	72/390,491	04-28-71	943,405	09-19-72
GOLDEN DOOR	73/030,038	08-20-74	1,024,121	11-04-75
GOLDEN DOOR	73/232,040	09-19-79	1,192,934	04-06-82
GOLDEN DOOR SPA AT SEA (Stylized)	73/385,509	09-14-82	1,264,515	01-17-84
GOLDEN DOOR HEALTH FAX	73/820,979	08-22-89	1,603,698	06-26-90
GOLDEN DOOR SOAP DROPS and Design	72/172,307	07-02-63	802,855	01-25-66
GOLDEN DOOR SPA LIFE	74/453,470	11-02-93	1,903,838	07-04-95
GOLDEN DOOR SPA SKIN	75/006,625	10-17-95	2,056,297	04-22-97
GOLDENDOOR.COM	75/256,253	03-12-97		
IMBUE	75/208,380	12-03-96		
RUNABOUT			1,828,742	
WALKABOUT			1,843,408	
CONFIDANTE COLLECTION			1,620,733	
CRISIS CREAM			1,362,836	
THE DOOR & Design			1,222,927	
JUBILEE			1,158,713	
MISCELLANEOUS DESIGN			1,065,457	
THE SILVER DOOR	72/415,286	02-10-72	953,840	02-20-73
ROSEMOUNT	72/332,629	07-15-69	903,838	12-08-70

EXHIBIT B**FOREIGN TRADEMARK REGISTRATIONS**

COUNTRY	MARK	Application/Registration No.
Australia	GOLDEN DOOR	A 598207
Australia	GOLDEN DOOR	708625
Canada	GOLDEN DOOR	TMA265,420
Germany	GOLDEN DOOR	G38786
Japan	GOLDEN DOOR & Design	6-101572
Japan	GOLDEN DOOR	55021029
Mexico	GOLDEN DOOR	273,145
Puerto Rico	GOLDEN DOOR	021375
United Kingdom	GOLDEN DOOR and Design	1,186,828
United Kingdom	GOLDEN DOOR	1,185,230
United Kingdom	GOLDEN DOOR	1,185,231
United Kingdom	GOLDEN DOOR	1,185,232

EXHIBIT C

STATE TRADEMARK REGISTRATIONS			
Mark:	State:	Registration Number	Registration Date
GOLDEN DOOR	New Hampshire	7689	11-28-87
GOLDEN DOOR	Hawaii	207634	06-03-97
GOLDEN DOOR	Texas	34592	10-27-87
GOLDEN DOOR	Texas	34593	10-27-87
GOLDEN DOOR	Iowa	151552	06-04-87
GOLDEN DOOR	Massachusetts	47631	01-15-93
GOLDEN DOOR	Minnesota	4825	07-25-94
GOLDEN DOOR	Wyoming	310330	05-13-96
GOLDEN DOOR and Design	Montana	18899	05-13-96
GOLDEN DOOR and Design	Maine	19960298	05-13-96
GOLDEN DOOR and Design	Indiana	50103816	06-07-96
GOLDEN DOOR	Nevada		07-17-96
GOLDEN DOOR	Mississippi		10-10-97
GOLDEN DOOR	Kentucky	11808	06-18-97
GOLDEN DOOR	California	010028	03-18-88
GOLDEN DOOR	North Carolina	2861	10-28-97
GOLDEN DOOR	Kansas		09-28-97
GOLDEN DOOR	Louisiana		04-22-97
GOLDEN DOOR	Washington	10614	01-07-88

STATE TRADEMARK REGISTRATIONS

Mark:	State:	Registration Number	Registration Date
GOLDEN DOOR	Delaware	16244	01-04-88
GOLDEN DOOR	Missouri	5852	12-14-1987
GOLDEN DOOR	Nebraska		10-06-97
GOLDEN DOOR	North Dakota	5320300	06-01-97
GOLDEN DOOR	Virginia		10-10-97
GOLDEN DOOR	Vermont	4750	12-16-87
GOLDEN DOOR	Oklahoma	26704	09-06-94
GOLDEN DOOR	Tennessee		09-23-97
GOLDEN DOOR	Connecticut	3904	09-22-97
GOLDEN DOOR	Idaho	8276	12-12-87
GOLDEN DOOR	South Dakota		10-31-77
GOLDEN DOOR	South Carolina	146	07-28-87
GOLDEN DOOR	Maryland	1987S2006	07-31-87
GOLDEN DOOR	California	2112	03-18-88
GOLDEN DOOR	Oregon	S12073	12-22-94
GOLDEN DOOR	Colorado	T14111	04-18-97
GOLDEN DOOR	California	4647	03-11-96
GOLDEN DOOR and Design	Utah	35969	11-02-95
GOLDEN DOOR	Georgia	S964	11-03-93
GOLDEN DOOR	Illinois	46139	06-11-97
GOLDEN DOOR	Ohio	SM2783	05-10-95
GOLDEN DOOR	New Jersey	434	08-06-87
GOLDEN DOOR	New Mexico	TN87081004	08-11-87

STATE TRADEMARK REGISTRATIONS

Mark:	State:	Registration Number	Registration Date
GOLDEN DOOR	Alabama	106789	08-05-96
GOLDEN DOOR	Michigan	M01408	12-04-96
GOLDEN DOOR	Rhode Island	771210	12-12-87
GOLDEN DOOR	West Virginia		10-31-77
GOLDEN DOOR	Alaska	932	10-12-87
GOLDEN DOOR	Utah	23027	01-06-85
GOLDEN DOOR	New York	10288	11-14-87
GOLDEN DOOR	Oklahoma	14899	
GOLDEN DOOR	Pennsylvania		

EXHIBIT D
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