

M.R.D.
10-23-98

10-28-1998

TO THE I
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Cover Sheet
For Service Mark Assignment
From Interstate Hotels Corporation
To Nantucket Island Resorts LLC

Please record the enclosed Service Mark Assignment Agreement between Interstate Hotels Corporation and Nantucket Island Resorts LLC dated as of October 21, 1998 (the "Assignment").

1. The name of the party conveying the interests is:

Interstate Hotels Corporation (the "Assignor")

2. The name and address of the party receiving the interests is:

Nantucket Island Resorts LLC (the "Assignee")
c/o New England Development
One Wells Avenue
Newton, Massachusetts 02159

3. Assignor has assigned to Assignee the two service marks and other property described in the Assignment.

4. The respective service marks assigned pursuant to the Assignment, and with respect to which the Assignment is being recorded, are as follows:

SERVICE MARK	UNITED STATES REGISTRATION NO./ SERIAL NUMBER
BRANT POINT GRILL	2,160,492
BRANT POINT GRILL AT THE WHITE ELEPHANT and design	75/310,642

RECEIVED
93 OCT 27 10 09 AM '98

5. Correspondence relating to the Assignment or the recordation thereof should be sent to:

Renate Harrison, Esq.
Goulston & Storrs, P.C.
400 Atlantic Avenue
Boston, MA 02110

10/27/1998 TTON11 00000094 2160492

01 FC:481
02 FC:482

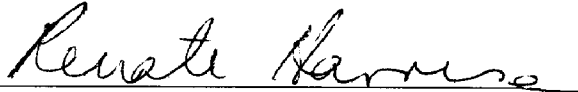
40.00 DP
25.00 DP

6. The Assignment conveys the interests described above with respect to a total of two (2) service marks, and the total fee for recordation, which fee accompanies this cover sheet, is \$65.00.

7. The Assignment was executed as of October 21, 1998.

8. The Assignee is domiciled in the United States.

9. To the best of the undersigned's knowledge and belief, the information contained in this Cover Sheet is true and correct, and the copy of the Assignment accompanying this Cover Sheet and being recorded herewith is a true copy of the original Assignment.



Renate Harrison
Renate Harrison

Total Page Count, Including
this Cover Sheet and the Assignment:

SERVICE MARK ASSIGNMENT AGREEMENT

THIS SERVICE MARK ASSIGNMENT AGREEMENT (this "Agreement") made as of the 21st day of October, 1998, by and between INTERSTATE HOTELS CORPORATION, a Pennsylvania corporation with a mailing address at Foster Plaza Ten, 680 Andersen Drive, Pittsburgh, Pennsylvania 15220 (the "Assignor") and NANTUCKET ISLAND RESORTS LLC, a Delaware limited liability company with a mailing address at c/o New England Development, One Wells Avenue, Newton, Massachusetts 02159 (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor is the owner of the service marks (the "Marks"), as described in Exhibit A attached hereto and incorporated by reference herein, together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks; and

WHEREAS, the Assignor desires to convey, transfer, assign, deliver, and contribute to the Assignee all of the right, title, and interest in and to the Marks.

NOW, THEREFORE, the Assignor and the Assignee, in consideration of the mutual agreements herein contained and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

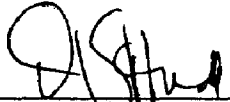
Section 1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby conveys, transfers, assigns, delivers, and contributes to the Assignee all of the Assignor's right, title, and interest in and to the Marks, together with: (1) the goodwill of the business in connection with which the Marks are used and for which they are registered; (2) all income, royalties, and damages hereafter due or payable with respect to the Marks, including without limitation damages and payments for past or future infringements and misappropriations of the Marks; (3) all rights to sue for past, present, and future infringements or misappropriations of the Marks; and (4) all rights in all labels and designs associated with the Marks.

Section 2. Further Assurances. The Assignor further covenants that it will execute all documents, papers, forms, and authorizations, and take all other actions reasonably requested by the Assignee, that may be necessary or appropriate for securing, completing, or vesting in the Assignee full right, title, and interest in the Marks and the other assets referred to in Section 1 above.

IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Agreement, as of the day and year first above written.

ASSIGNOR:

INTERSTATE HOTELS
CORPORATION

By: 
Title: Vice President

ASSIGNEE:

NANTUCKET ISLAND
RESORTS LLC

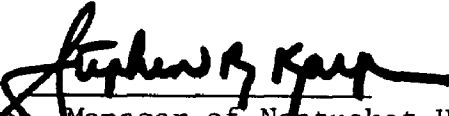
By: 
Title: Manager of Nantucket Holdings LLC,
Manager of Nantucket Island
Resorts, LLC

Exhibit A

SERVICE MARKS

SERVICE MARKS

UNITED STATES
REGISTRATION NO.

REGISTRATION
DATE

Brant Point Grill
Brant Point Grill at the
White Elephant *and design*

2,160,492
75/310,642 (serial number)

May 26, 1998
Registration pending