

12-02-1998



100912073

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 License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
11 16 98

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
11 16 98

Name Carol Management Corporation

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 MeriStar H & R Operating Company, L.P.

DBA/AKA/TA

Composed of

Address (line 1) c/o MeriStar Hotels & Resorts, Inc.

Address (line 2) 1010 Wisconsin Avenue, N.W.

Address (line 3) Washington D.C. 20007
City State/Country Zip Code

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

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 (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

REEL: 1821 FRAME: 0181

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1338517"/>	<input type="text" value="1609083"/>	<input type="text" value="1622850"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1666936"/>	<input type="text" value="2067284"/>	<input type="text" value="2069842"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2069843"/>	<input type="text" value="2069844"/>	<input type="text"/>

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.

Suk Kim

11/24/98

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

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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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 ASSIGNMENT

TRADEMARK ASSIGNMENT dated November 16, 1998, between Carol Management Corporation, a New York corporation and Doral Hotels Management Corporation, a New York corporation (collectively "Seller"), in favor of MeriStar H&R Operating Company, L.P., a Delaware limited partnership ("Buyer").

WHEREAS, pursuant to the Trademark Assignment Agreement dated as of November 16, 1998 (the "Trademark Assignment Agreement"), Seller has agreed to transfer, assign, set over and otherwise convey to Buyer all of Seller's right, title and interest in the Transferred Assets (as defined in the Trademark Assignment Agreement) including, without limitation, the trademark and service mark registrations and applications listed on Annex 1 annexed hereto (collectively, the "Marks"), and the goodwill associated with the Marks, and the License Agreements (as defined in the Trademark Assignment Agreement), to be held by Buyer, and its successors and assigns, fully, entirely and absolutely, subject, however, to the terms and provisions of the Trademark Assignment Agreement,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Seller hereby transfers, assigns, and otherwise conveys to Buyer all of Seller's right, title and interest in, to and under the following:

- (a) the Marks;
- (b) all proceeds of the foregoing, including, without limitation, any claim by Seller against third parties for past, present or future infringement of the Marks;
- (c) the goodwill associated with the Marks; and
- (d) all License Agreements relating to the Marks subject, however, to the terms of the Trademark Assignment Agreement.

IN WITNESS WHEREOF, Seller has duly executed this Trademark Assignment this 16 day of November, 1998.

Carol Management Corporation

By: Howard Kaskel
Name: Howard Kaskel
Title: President

Doral Hotels Management Corporation

By: Howard Kaskel
Name: Howard Kaskel
Title: Resident

MeriStar H&R Operating Company, L.P.

By: MeriStar Hotels & Resorts, Inc.
as General Partner

By: _____
Name:
Title:

IN WITNESS WHEREOF, Seller has duly executed this Trademark
Assignment this day of November, 1998.

Carol Management Corporation

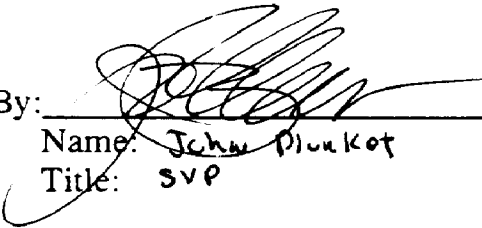
By: _____
Name:
Title:

Doral Hotels Management Corporation

By: _____
Name:
Title:

MeriStar H&R Operating Company, L.P.

By: MeriStar Hotels & Resorts, Inc.
as General Partner

By:  _____
Name: Jehu Diunkot
Title: SVP

STATE OF NEW YORK)

: SS.:

COUNTY OF NEW YORK)

On this 6 day of November, 1998, before me personally came Howard Kastel, to me personally known and known to me to be the person described in and who executed the foregoing instrument as President of Carol Management Corporation who being by me duly sworn, did depose and say that s/he resides at 90 Park Ave, N.Y.C.Y.; that s/he is the person described in and who executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that s/he signed his/her name thereto by like order; and that s/he acknowledged said instrument to be the free act and deed of said corporation.



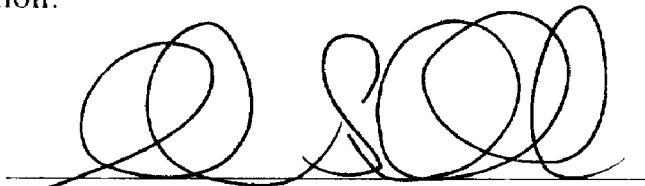
Notary Public
ARTHUR S. MANTEL
Notary Public, State of New York
No. 2516111
Qualified in New York County
Term Expires June 30, 1999

STATE OF NEW YORK)

: SS.:

COUNTY OF NEW YORK)

On this 6 day of November, 1998, before me personally came Howard Kastel, to me personally known and known to me to be the person described in and who executed the foregoing instrument as President of Doral Hotels Management Corporation who being by me duly sworn, did depose and say that s/he resides at 90 Park Ave, N.Y.C.Y.; that s/he is the person described in and who executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that s/he signed his/her name thereto by like order; and that s/he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public
ARTHUR S. MANTEL
Notary Public, State of New York
No. 2516111
Qualified in New York County
Term Expires June 30, 1999

Schedule IDescription of the Trademarks

<u>Trademark</u>	<u>Issue Date</u>	<u>Expiration date</u>	<u>Registration Number</u>	<u>Country or Jurisdiction</u>	<u>Class</u>
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A. U.S. Trademarks

Marks owned by Doral Hotels Management Corporation

DORAL (Security interest recorded by KSL Corporation)	5/28/85	5/28/05	1,338,517	USA	42
DORAL (Security interest recorded by KSL Corporation)	8/7/90	8/7/00	1,609,083	USA	18, 25, 28
DORAL (Security interest recorded by KSL Corporation)	11/30/90	11/30/00	1,622,850	USA	36, 37
DORAL (stylized letters) (Security interest recorded by KSL Corporation)	12/3/91	12/3/01	1,666,936	USA	42

Marks owned by Carol Management Corporation

DORAL TUSCANY	6/3/97	6/3/07	2,067,284	USA	42
DORAL COURT	6/10/97	6/10/07	2,069,842	USA	42
DORAL INN	6/10/97	6/10/07	2,069,843	USA	42
DORAL PARK AVENUE	6/10/97	6/10/07	2,069,844	USA	42

DORAL ARROWWOOD, a common law service mark, which is the subject of a Trademark/Service Mark Security Agreement dated March 31, 1997 between Doral Conference Center Associates and Caystar Corp. III.

B. Foreign Trademarks

Registrations

<u>Trademark</u>	<u>Issue Date</u>	<u>Expiration date</u>	<u>Registration Number</u>	<u>Country or Jurisdiction</u>	<u>Class</u>
DORAL (Presently owned by Doral Hotels Management Corporation)	1/7/92	11/26/01	15,547	Aruba	42

DORAL	4/2/93	4/2/08	410,540	Canada	42
(Owned by Doral Hotel Management Corporation)					
DORAL	11/16/90	11/15/00	1,679,697	France	42
(Owned by Carol Management Corporation)					
DORAL	8/19/91	6/27/01	16,399	Netherlands Antilles	16
(Owned by Carol Management Corporation)					
DORAL	8/197		not yet assigned	Venezuela	41
HOTEL & RESORTS			(SN 96-008867)		
(Owned by Doral Hotels Management Corporation)					
DORAL	8/197		not yet assigned	Venezuela	42
HOTEL & RESORTS			(SN 96-008868)		
(Owned by Doral Hotels Management Corporation)					

Pending applications

<u>Trademark</u>	<u>Filing Date</u>	<u>Serial Number</u>	<u>Country or Jurisdiction</u>	<u>Class</u>
DORAL	10/1/98	2.178.682	Argentina	42
(Filed by Doral Hotel Management Corporation in view of pending opposition proceeding against earlier application which was deemed abandoned as of October 15, 1998).				
DORAL	7/21/98	820925330	Brazil	38.50 (local class)
(Owned by Doral Hotel Management Corporation)				