

06-14-1999

RM PTO-1594
M. 5-83
FB No. 0651-0011 (exp. 4/94)



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ER SHEET
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Forte USA, Inc.

- Individual(s)
- General Partnership
- Corporation-State of Delaware
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

22

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: March 25, 1997

2. Name and address of receiving party(ies)

Name: Chelsfield Westbury LLC

Internal Address: c/c Chelsfield Management Services, Inc.

Street Address: 400 Park Avenue, 14th Floor

City: New York State: NY ZIP: 10022

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other New York limited liability company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

829921

tm

Additional numbers attached? Yes No

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

Name: Mr. Peter Armstrong

Internal Address: c/o Chelsfield Management Services, Inc.

Street Address: 400 Park Avenue, 14th Floor

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ _____

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page 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.

P. N. ARMSTRONG
Name of Person Signing

Signature

6/4/99
Date

Total number of pages including cover sheet, attachments, and document: 1

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

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TRADEMARK
REEL: 001911 FRAME: 0608

TRADEMARK ASSIGNMENT
(HOTEL WESTBURY)

ASSIGNMENT OF TRADEMARK (this "Assignment"), dated as of March 25, 1997, by and between FORTE USA, INC., a Delaware corporation (hereinafter referred to as "Assignor"), and CHELSFIELD WESTBURY LLC, a New York limited liability company (hereinafter referred to as "Assignee").

W I T N E S S E T H :

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), dated February 14, 1997, pertaining to certain adjacent parcels of real property commonly known as 13 East 69th Street, New York, New York and 15-17 East 69th Street (a/k/a 828-850 Madison Avenue), New York, New York; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest (if any) in and to the "Westbury" trademark in the United States;

NOW, THEREFORE, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, the parties hereto agree as follows:

1. All initially capitalized terms used herein without definition and which are defined in the Asset Purchase Agreement shall be used herein with the meaning set forth for such terms in the Asset Purchase Agreement.

2. Assignor does hereby sell, transfer, assign and set over unto Assignee all of Assignor's right, title and interest (if any) in and to the Intellectual Property, including the trademark "Westbury" (the "Trademark") originally registered by Assignor's predecessor in interest, Trusthouse Forte California, Inc., under Registration No. 829921;

3. Except as set forth in the Asset Purchase Agreement, Assignor makes no representation or warranty with respect to its ownership of the Intellectual Proper-

ty or the Trademark, other than to represent that it has not previously assigned or licensed the Trademark.

4. Assignor, at Assignee's request and at Assignee's sole cost and expense, will undertake reasonable efforts to effect the transfer the registration of the Trademark from Assignor to Assignee in the appropriate records.

5. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. This Assignment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument and shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to the conflict of law principles thereof.

IN WITNESS WHEREOF, Assignor has caused these presents to be duly executed as of the 25th day of March, 1997.

ASSIGNOR:

FORTE USA, INC., a Delaware corporation

By: M. J. Foxon

Name: Marten Foxon

Title: Vice President