

04-18-2000



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Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger
 - Change of Name
 - Other _____
- Effective Date
Month Day Year
7-22-97

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
7-22-97

Name RCI General Holdco 1, Inc.

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name HFS Incorporated

DBA/AKATA _____

Composed of _____

Address (line 1) 6 Sylvan Way

Address (line 2) _____

Address (line 3) Parsippany

New Jersey

07054

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

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.)

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Trademark Application Number(s) or Registration Number(s)

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Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1809613"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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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.

Stacy Lyons

Stacy Lyons

3-24-00

Name of Person Signing

Signature

Date Signed

Trademark Assignment Agreement

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made effective as of the 22nd day of July, 1997 (the "Effective Date") by and between RCI General Holdco 1, Inc., a Delaware corporation, having a business address of 1209 Orange Street, Wilmington, Delaware 19801 ("ASSIGNOR"), and HFS Incorporated, a Delaware corporation, having a business address of 6 Sylvan Way, Parsippany, New Jersey 07054 ("ASSIGNEE").

RECITALS

WHEREAS, ASSIGNOR is the owner of the trademarks, service marks, and trade names described in the attached Exhibit A which is incorporated by reference herein (the "Marks"), including all United States trademark applications and registrations thereof, and together with the goodwill of the business symbolized thereby in connection with the goods or services on which the Marks are used ("the Products"); and

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Marks in the United States of America (the "U.S. Marks").

NOW, THEREFORE, ASSIGNOR and ASSIGNEE, in consideration of the mutual agreements stated herein, 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

1.1 Subject to the provisions of Section 1.2, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest in and to the U.S. Marks, together with: (1) the goodwill of the business relating to the Products in respect upon which the U.S. Marks are used; and (2) all U.S. registrations and applications for the U.S. Marks as reflected in Exhibit A.

1.2 Notwithstanding the provisions of Section 1.1, nothing in this Agreement shall be construed to vest in ASSIGNEE any right, title, or interest in the Marks or in any registrations of the Marks outside the United States of America.

1.3 ASSIGNOR further conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all rights, including copyrights, in the trade dress, logos, labels, and designs associated with the U.S. Marks.

Exhibit A**TRADEMARKS**

Pending Applications	
Mark	U.S. Application Serial No.
RCC	75/101,600
RCI TIMESHARE UNIVERSITY	75/070,097
RCI TIMESHARE UNIVERSITY & DESIGN	75/102,223
RESORT COMPUTER CORPORATION	75/102,573

Existing Registrations	
Mark	U.S. Registration No.
CONDOMINIUMS INTERNATIONAL	1,170,781
CONDOMINIUMS INTERNATIONAL C.I. & DESIGN	1,194,438
ENDLESS VACATION (Class 16)	1,195,178
ENDLESS VACATION (Class 39)	1,809,613
ENDLESS VACATION & DESIGN	1,375,807
ENDLESS VACATION TRAVEL	1,277,401
ENDLESS VACATION TRAVEL & DESIGN	1,376,329
RCI	1,386,274
RCI & DESIGN (Classes 16,36)	1,235,234
RCI & DESIGN (Class 35)	2,098,960
RCI TRAVEL & DESIGN	1,755,766
RCI TRAVEL (STYLIZED)	1,755,767
RCIM	2,069,371
RCIM & DESIGN	2,021,970
RESORT CONDOMINIUMS INTERNATIONAL	1,952,173
SPACEBANK	1,227,775
TIMESHARE UNIVERSITY	2,108,324

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