

05-01-2000



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To the Honorable Commissioner of P

nal documents or copy thereof.

1. Name of conveying party(ies):  
RHC Corporation (formerly The Registry Hotel Corporation)

- Individual(s)
- General Partnership
- Corporation-State - Texas
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: August 17, 1998

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

A. Trademark Application No.(s)

2. Name and address of receiving party(ies)

Name: DKC Hospitality Interests, Inc

Internal Address: \_\_\_\_\_

Street Address: 2718 Fairmount

City: Dallas State: TX ZIP: 75201

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Texas
- Other

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

B. Trademark Registration No.(s)

1,852,561

Additional numbers attached?  Yes  No

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

Name: George R. Schultz

Internal Address: Akin Gump Strauss Hauer & Feld LLP

Street Address: P. O. Box 688

City: Dallas State: TX ZIP: 75313-0688

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6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$40.00

- 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.

George R. Schultz  
Name of Person Signing

Signature

4/4/00  
Date

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

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

TRADEMARK  
REEL: 002062 FRAME: 0667

Schedule B-1**BILL OF SALE AND ASSIGNMENT**

**THIS BILL OF SALE AND ASSIGNMENT** dated as of August 17, 1998 from **RHC HOSPITALITY, INC.**, (formerly known as **THE REGISTRY HOTEL CORPORATION**), a Texas corporation ("Seller"), to **DKC HOSPITALITY INTERESTS, INC.**, a Texas corporation (the "Purchaser"), pursuant to that certain Intellectual Property Purchase Agreement dated as of August 17, 1998 ("Agreement"), by and between the Seller and the Purchaser, providing for the purchase and sale of certain of the assets of the Seller used in its hotel, resort and restaurant business (the "Business");

**KNOW ALL MEN BY THESE PRESENTS**, that pursuant to the terms and conditions of the Agreement and for the consideration set forth therein, the receipt and sufficiency of which is hereby acknowledged, Seller hereby grants, conveys, sells, assigns, transfers and delivers to the Purchaser, its successors and assigns, all of its right, title, interest and benefit, of whatever kind and nature, tangible and intangible, in and to the assets and properties described below wherever situated, all as the same exist on the date hereof, free and clear of any and all liabilities, liens, encumbrances, mortgages, security interests, pledges, restrictions and claims of any kind or nature, contingent or otherwise;

(i) All of Seller's right, title and interest in and to (a) all trademarks, trade names, service marks, logos and, designs set forth on Exhibit A to this Bill of Sale and Assignment and Schedule A to the Agreement (the "Trademarks") and all, trade styles, trade dress, copyrights, patents and other intellectual property owned by Seller or used in connection with the Trademarks, including all common law rights in and to the foregoing, all registrations and applications to register the same and all licenses for the use thereof and (b) the goodwill of the Business connected with the use of, and symbolized by, the Trademarks, such that the reality symbolized by the assigned Trademarks will continue, (the property described in (a) and (b) above being collectively referred to as the "Intellectual Property").

(ii) The books, records and tangible assets which symbolize the transfer of the goodwill of the Business, and which would allow the goodwill symbolized by the Trademarks to continue in reality, including, but not limited to books and records relating to quality control and advertising and, existing inventories of stationery, paper goods, linens, eating utensils, glassware and china which incorporate, utilize or relate to any of the Intellectual Property.

**TO HAVE AND TO HOLD** the same unto the Purchaser, its successors and assigns forever.

**AND** Seller does, for itself and its successors and assigns, hereby represent, warrant, covenant and agree to and with the Purchaser, its successors and assigns, that it is the lawful owner of the aforesaid assets; that they are free from all liens and encumbrances; that it has good and valid right to sell, bargain, grant, transfer, convey and deliver the same to the Purchaser; and that it will warrant and defend the sale of the said properties, business, assets and rights hereby made, unto the Purchaser, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

Such properties, business, assets and rights transferred to Purchaser hereunder are collectively referred to herein as the "Purchased Assets."

Seller hereby constitutes and appoints the Purchaser, its successors and assigns, the true and lawful attorney or attorneys of Seller, with full power of substitution, in the name of the Purchaser or in the name of Seller, but by and on behalf of and for the sole benefit of the Purchaser, its successors and assigns, to demand and receive from time to time any and all of the Purchased Assets, and from time to time to institute and prosecute, in the name of Seller or otherwise, any and all proceedings at law, in equity or otherwise which the Purchaser or its successors or assigns may deem necessary or desirable in order to receive, collect, assert or enforce any claim, right or title of any kind in or to the Purchased Assets hereby sold, transferred, assigned and conveyed to the Purchaser and to defend and compromise any and all actions, suits or proceedings in respect thereof and to do all such acts and things and execute any instruments in relation thereto as the Purchaser or its successors or assigns shall deem advisable. Without limitation of the foregoing, Seller hereby authorizes any officer of the Purchaser to endorse or assign any instrument, contract or chattel paper relating to the assets transferred hereby. Seller agrees that the foregoing appointment made and the powers hereby granted are coupled with an interest and shall be irrevocable by Seller or by its dissolution or in any manner or for any reason.

Seller covenants and agrees that in the event that either (a) any of the Purchased Assets covered in this Bill of Sale and Assignment cannot be transferred or assigned by it without the consent of or notice to a third party and in respect of which any necessary consent or notice has not as of the date of delivery of this Bill of Sale and Assignment been given or obtained, or (b) any such Purchased Assets are non-assignable in their nature and title thereto will not pass by this Bill of Sale and Assignment, the beneficial interest in and to the same will in any event pass to the Purchaser.

Seller covenants and agrees (a) to hold, and hereby declares that it holds, such Purchased Assets in trust for, and for the benefit of, the Purchaser, (b) to use all reasonable means to obtain and to secure such consent and give such notice as may be required to effect a valid transfer or transfers of such Purchased Assets, and (c) to make or complete such transfer or transfers as soon as reasonably possible.

Seller, for itself and its successors and assigns, further covenants and agrees that it will at any time and from time to time, at the request of the Purchaser, its successors or assigns, do, execute and deliver, or cause to be done, executed or delivered, all such further acts, transfers, assignments and

conveyances, for the better assuring, conveying and confirming unto the Purchaser, its successors or assigns, full title, right and interest in or to the Purchased Assets as the Purchaser, its successors or assigns shall reasonably require.

All of the terms and provisions of this Bill of Sale and Assignment will be binding upon the Seller and its successors and assigns and will inure to the benefit of the Purchaser and its successors and assigns.

IN WITNESS WHEREOF, Seller has caused this instrument to be signed in its name by its officer thereunto duly authorized and its corporate seal to be affixed, on the date first above written.

**SELLER:**

**RHC HOSPITALITY, INC.,** (formerly known as **THE REGISTRY HOTEL CORPORATION**), a Texas corporation

Witnesses

Barb's Singh  
\_\_\_\_\_

By: [Signature]  
Name: SUE R. LANIER  
Title: Chairman

**PURCHASER:**

**DKC HOSPITALITY INTERESTS, INC.,**  
a Texas corporation

Witnesses

Cynthia Nahaas  
\_\_\_\_\_

By: [Signature]  
Name: D KENT CASEY  
Title: PRESIDENT

**EXHIBIT A  
TRADEMARKS**

REGISTRY HOTEL CORPORATION  
FILES LIST AS OF 08/10/96

"Exhibit A"

FILE NO.	HTH NO.	MARK	CLASS	COUNTRY/ STATE	ASSOCIATE	APPLICATION/ REG. NO.	STATUS
67564-0137	M6307	HOSPITALITY MANAGEMENT and Design	35 Advertising & business	USA		1,847,354	RENEWAL DUE 8/31/06
67564-0138	M6307CA	HOSPITALITY MANAGEMENT	100 Miscellaneous	CALIFORNIA		2917	RENEWAL DUE 5/14/04
67564-0139	M6307FL	HOSPITALITY MANAGEMENT	100 Miscellaneous	FLORIDA		914,378	RENEWAL DUE 5/23/04
67564-0140	M6307GA	HOSPITALITY MANAGEMENT	100 Miscellaneous	GEORGIA		5-1356	RENEWAL DUE 9/5/04
67564-0141	M6307NY	HOSPITALITY MANAGEMENT	100 Miscellaneous	NEW YORK		5-14138	RENEWAL DUE 5/30/04
67564-0142	M6307OK	HOSPITALITY MANAGEMENT	100 Miscellaneous	OKLAHOMA		23369	RENEWAL DUE 3/30/00
67564-0145	M6557	HOSPITALITY MANAGEMENT CORPORATION	35 Advertising/ 42 Miscellaneous	USA		1,875,394	8/15 DUE 2/18/96
67564-0147	M6560	HOSPITALITY MANAGEMENT	35 Advertising	USA		1,852,561	8/15 DUE 9/6/99
67564-0148	M6560MX	HOSPITALITY MANAGEMENT	35 Advertising	MEXICO	OLIVARES & CIA 011 525 524 2859	488546	RENEWAL DUE 12/21/02
67564-0149	M6561	HOSPITALITY MANAGEMENT	42 Miscellaneous	USA		1,825,585	8/15 DUE 3/8/99

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