

05-17-2000

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REC... 101359568
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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
- Security Agreement
- Merger
- Change of Name
- Other
- License
- Nunc Pro Tunc Assignment
Execution Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

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

Receiving Party

Mark if additional names of receiving parties attached

Name

Address

Address
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.

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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 document to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address

Correspondent Name and Address

Area Code and Telephone Number

(212) 859-8000

Name

Peter L. Simmons, Esq. and Pauline L. Wen, Esq.

Address (line 1)

Fried, Frank, Harris, Shriver & Jacobson

Address (line 2)

One New York Plaza

Address (line 3)

New York, New York 10004, U.S.A.

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

8

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

74/699,541

75/029,510

75/393,684

2,166,623

2,118,358

2,035,444

75/358,652

75/463,310

75/463,309

2,105,875

2,035,445

2,107,804

75/807,058

2,105,874

2,107,803

2,141,315

Number of Properties

Enter the total number of properties involved:

#

22

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

565.00

Method of PaymentEnclosed Deposit Account **Deposit Account**

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

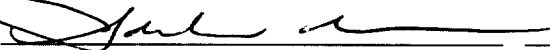
#

06-0920

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.*

Pauline L. Wen, Esq.



February 8, 2000

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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 Conveying Party

Mark if additional names of conveying 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

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Citizenship/State of Incorporation/Organization

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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)

2,116,745

2,107,741

2,086,330

2,038,669

2,038,670

1,786,276

03-02-2000

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Area Code and Telephone Number

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Address (line 3)

Address (line 4)

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Trademark Application Number(s)

Registration Number

<input type="text" value="74/699,541"/>	<input type="text" value="75/029,510"/>	<input type="text" value="75/393,684"/>	<input type="text" value="2,166,623"/>	<input type="text" value="2,118,358"/>	<input type="text" value="2,035,444"/>
<input type="text" value="75/358,652"/>	<input type="text" value="75/463,310"/>	<input type="text" value="75/463,309"/>	<input type="text" value="2,105,875"/>	<input type="text" value="2,035,445"/>	<input type="text" value="2,107,804"/>
<input type="text" value="75/807,058"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,105,874"/>	<input type="text" value="2,107,803"/>	<input type="text" value="2,141,315"/>

Number of Properties Enter the total number of properties involved: #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

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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

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Pauline L. Wen, Esq.  February 8, 2000
Name of Person Signing Signature Date Signed

RECORDATION FORM COVER SHEET
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TRADEMARKS ONLY

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2,107,741

2,086,330

2,038,669

2,038,670

1,786,276

DATED 31 DECEMBER 1999

MILLENNIUM & COPTHORNE INTERNATIONAL LTD.

AND

CDL HOTELS INTERNATIONAL LIMITED

**TRADE AND SERVICE MARKS ASSIGNMENT
AGREEMENT**

TRADEMARK
REEL: 002074 FRAME: 0239

THIS DEED OF ASSIGNMENT is made on 31 December 1999 BETWEEN **Millennium & Copthorne International Ltd.** (Company Registration No. 199600354R) a public company incorporated in Singapore whose registered office is at 36 Robinson Road #04-01 City House Singapore 068877 (the "Assignee") AND **CDL Hotels International Limited** (Company Registration No. 325027) a company incorporated in the Cayman Islands whose registered office is at Maples and Calder PO Box 309 Grand Cayman Cayman Islands British West Indies (the "Assignor").

WHEREAS :

- A. The Assignor is the proprietor and beneficial owner of the trade and service marks short particulars of which are set out in the Schedule hereto (the "Trade Marks"). The Trade Marks have been registered or are pending for registration in the territories shown on the Schedule.
- B. The Assignor is the parent of Millennium & Copthorne Hotels plc ("M&C") a company incorporated in England and Wales (Company Registration No. 3004377) which in turn is the holding company of the Assignee.
- C. By a Sale and Purchase Agreement dated 22 April 1999 the Assignor agreed to assign to M&C "all rights and interests in and to use the names "Millennium & Copthorne" and "Millennium" and "Copthorne" and related logos and trade marks for £1".
- D. M&C has nominated the Assignee to hold all the rights title and interest in and to the Trade Marks for and on its behalf.

THIS DEED WITNESSES as follows :

1 The Assignment

The Assignor in consideration of the receipt by it of £1 from M&C hereby assigns and transfers to the Assignee absolutely :

- 1.1 all of its rights title and interest in and to the Trade Marks including all statutory and common law rights attaching thereto and all the rights powers liberties and immunities conferred on the proprietor thereof by the registration of the registered Trade Marks free from all liens charges and encumbrances; and
- 1.2 the right to sue for and to recover any damages and other remedies in respect of any infringement of or acts of passing off in respect of the Trade Marks which may have occurred prior to the date of hereof

together with the goodwill inherent in the Trade Marks (but no other or greater goodwill).

2 Assignor's Further Assurance

The Assignor will at the request and expense of the Assignee do all acts and

execute all documents and procure the deposing to or swearing of any declarations or oaths reasonably necessary or desirable for vesting absolutely all right title and interest in and to the Trade Marks in favour of the Assignee and for conferring on the Assignee rights of action in relation to any infringement of the Trade Marks or acts of passing off by third parties at or prior to the date hereof and render all assistance reasonably required by the Assignee and pending the doing executing and making of such acts documents declarations oaths and things the Assignor shall hold the legal estate in the Trade Marks in trust for the Assignee.

3 Warranties and Representations

3.1 The Assignor hereby warrants that :-

- 3.1.1 the Assignor is properly entered on the registers held by any relevant trade mark authority ("Registers") as proprietor of the registered Trade Marks;
- 3.1.2 the Assignor has properly lodged applications to register those Trade Marks pending for registration with the relevant trade mark authority and has paid the relevant application fee in respect thereof;
- 3.1.3 at the date hereof all registration renewal fees and other fees due in respect of the registered Trade Marks have been duly paid;
- 3.1.4 at the date hereof all necessary actions have been taken to adequately respond to any requirement spelt out by any relevant trade mark authority in respect of those Trade Marks pending for registration;
- 3.1.5 the Assignor has not appointed any registered users or licensees of any of the Trade Marks nor given any person any licences or permissions to use any of them;
- 3.1.6 the Assignor is unaware of any infringement or threatened infringement or act of passing off or threatened passing off by any third party in respect of any of the Trade Marks or any reason why any registration of any of the registered Trade Marks may be capable of being expunged from the Registers for any reason whatsoever; and
- 3.1.7 to the best of its knowledge the exercise by the Assignee of the rights assigned to it pursuant to this Assignment will not infringe the rights of any third party.

3.2 The Assignor shall indemnify the Assignee against all and any loss damages and costs (including without limitation any legal fees and expenses) sustained by the Assignee arising out of any breach by the Assignor of any of its warranties and at the request of the Assignee it shall provide all such reasonable assistance as the Assignee may

request to enable the Assignee to resist any action claim or proceedings brought against the Assignee as a consequence of any such breach.

4 Proceedings

If proceedings are at any time instituted by way of claim petition or counter claim impugning the validity of any of the registrations for the registered Trade Marks the Assignor will render all reasonable assistance to the Assignee in relation thereto (including participation in proceedings) subject to the payment by the Assignee of all the Assignor's reasonable costs fees and expenses in relation thereto.

5 Governing Law

This Deed of Assignment is governed by and shall be construed in accordance with Singapore Law.

IN WITNESS WHEREOF this Deed has been executed by the parties and is intended to be and is hereby delivered on the date first above written.

Executed as a deed by
**Millennium & Copthorne International
Ltd.**

)
)
) _____
Director

)
)
) _____
Director/Secretary

Executed as a deed by
CDL Hotels International Limited

)
)
) _____
Director

)
)
) _____
Director/Secretary

SCHEDULE

The Trade Marks

CDL HOTELS INTERNATIONAL LIMITED - SERVICE / TRADEMARK FILES
 COUNTRY : CANADA

TRADEMARK	GROUP	CLASS	FILE NO.	APPL NO.	FILING DATE	REG. NO.
MILLENNIUM	WORD	42		861,237	11/12/1997	
MILLENNIUM (5 vertical lines design)	B&W	42		861,235	11/12/1997	
MILLENNIUM & COPTHORNE	WORD	42		861,236	11/12/1997	
MILLENNIUM CLUB	WORD	42		861,230	11/12/1997	
MILLENNIUM CLUB (Cursive "Club" in black box design)	B&W	42		861,229	11/12/1997	
MILLENNIUM CONFERENCE CENTRE (5 vertical lines design)	B&W	42		861,234	11/12/1997	
MILLENNIUM CONFERENCE CENTRE	WORD	42		861,233	11/12/1997	
MILLENNIUM HOTELS COPTHORNE HOTELS (rectangle boxes design)	B&W	42		861,228	11/12/1997	
MILLENNIUM HOTELS AND RESORTS (& Design)	DEVICE	42		861,231	11/12/1997	
MILLENNIUM HOTELS AND RESORTS (5 vertical lines design)	B&W	42		861,232	11/12/1997	

CDL HOTELS INTERNATIONAL LIMITED - SERVICE/TRADEMARK FILES
 COUNTRY : UNITED STATES OF AMERICA

TRADEMARK	GROUP	CLASS	FILE NO.	APPL NO.	FILING DATE	REG. NO.
MILLENNIUM (5 Vertical Lines Design)	WORD	42	0128/94	75/975818	07/07/1997	2,166,623
	COLOUR	35	0129/95	75057092	12/02/1996	2,118,358
	B&W	42	0130/95	75057088	12/02/1996	2,035,444
		35	0131/95	75057096	12/02/1996	2,105,875
		42	0132/95	75057089	12/02/1996	2,035,445
	6,16,21,25,29,30,34 &42		0718/99	74699541	07/07/1995	Pending
MILLENNIUM CLUB (Cursive "CLUB" in black box design)	WORD	42	0553/95	75/029510	07/12/1997	Pending
	B&W	42	0557/95	75/393684	20/11/1997	Pending
MILLENNIUM CONFERENCE CENTRE (5 Vertical Lines Design)	WORD	35	0400/95	75057097	12/02/1996	2,107,804
	COLOUR	42	0401/96	75057097	12/02/1996	2,107,804
		35	0402/95	75057087	12/02/1996	2,105,874
		42	0403/96	75057087	12/02/1996	2,105,874
		35	0404/96	75057093	12/02/1996	2,107,803
MILLENNIUM HOTELS AND RESORTS (5 Vertical Lines Design)	WORD	42	0405/96	75057093	12/02/1996	2,107,803
	B&W	35	0443/95	75029508	07/12/1995	2,141,315
		42	0444/95	75029508	07/12/1995	2,141,315
		42	0757	75/358652	17/09/1997	Published
		35	0286/95	75029511	07/12/1995	2,116,745
COPTHORNE	WORD	42	0287/96	75029511	07/12/1995	2,116,745
		35	0176/95	75029512	07/12/1995	2,107,741
		42	0177/95	75029512	07/12/1995	2,107,741
MILLENNIUM BROADWAY (5 Vertical Lines Design)	WORD	42	0666/95	74/701271	14/07/1995	2,086,330
	COLOUR	42	0668/96	75057090	12/02/1996	2,038,669
	B&W	42	0670/96	75057091	12/02/1996	2,038,670
THE HOTEL MILLENNIUM	WORD	42		74/161280	26/04/1991	1,786,276

TRADEMARK	GROUP	CLASS	FILE NO.	APPL NO.	FILING DATE	REG. NO.
MILLENNIUM HOTELS COPTHORNE HOTELS	COLOUR	35		75/463310	02/04/1998	Pending
		42		75/463310	02/04/1998	Pending
	B&W	35		75/463309	02/04/1998	Pending
		42		75/463309	02/04/1998	Pending

FILES ARE KEPT IN US OFFICE
NO CERTIFICATE OF REGISTRATION
PHOTOCOPY OF CERTIFICATE OF REGISTRATION IN FILES

RECORDED: 02/08/2000

TRADEMARK
REEL: 002074 FRAME: 0246