



12/26/00

101582645

To the Honorable Commissioner of Pa

al documents or copy thereof.

1. Name of conveying party(ies):
Amarand Corporation

Individual(s) Association
General Partnership Limited Partnership

X Corporation-State Texas
Other _____

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

2. Name and address of receiving party(ies)

Name: Prime Hospitality Corp.

Internal Address: _____

Street Address: 700 Route 46 East

City: Fairfield State: NJ ZIP: 07007-2700

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

X Corporation-State Delaware

Other _____

3. Nature of conveyance:

Assignment Merger
X Security Agreement Change of Name

Other _____

Execution Date: February 25, 2000



12-26-2000

U.S. Patent & TMOfe/TM Mail Ropt. Dt. #40

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)

Additional numbers attached? X Yes No

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

Name: Richard D. Franzblau
Associate General Counsel

Internal Address: Prime Hospitality Corp.

Street Address: 700 Route 46 East

City: Fairfield State: NJ ZIP: 0700-2700

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41 \$115.00

X 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.

Richard D. Franzblau
Name of Person Signing

Signature

12-19-00
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

01/12/2001 DNGUYEN 00000348 2117010

01 FC:481
02 FC:482

40.00 DP
75.00 DP

TRADEMARK
REEL: 002213 FRAME: 0001

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, Amarand Corporation, having an address of 3973 FM 2728, Kaufman, Texas 75142 (the "Pledgor"), owns the Trademarks (defined as all of the following: all trademarks, trade names, corporate names, trade dress, service marks, logos, other source or business identifiers, and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and all reissues, extensions or renewals thereof) listed on Schedule A annexed hereto;

WHEREAS, the Pledgor, HomeGate Hospitality Corp., and Prime Hospitality Corp. ("Prime") are parties to a Service Marks Sales Agreement dated as of December 29, 1999 (the "Service Marks Sales Agreement");

WHEREAS, pursuant to the terms of the Service Marks Sales Agreement, the Pledgor will grant to Prime as security for payment in full for the Trademarks, all of Pledgor's right, title and interest in, to and all of the Pledgor's Trademarks, together with any reissues, extensions or renewals thereof, Trademark registrations, Trademark applications and Trademark licenses whether presently existing or hereafter arising or acquired, together with the goodwill of the business connected with and symbolized by the Trademarks and the applications therefore and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist now or in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of Trademarks under the Service Marks Sales Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor, as security for its payment obligations, grants to Prime a continuing security interest in all of the Pledgor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark, Trademark registration and Trademark application and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(ii) each Trademark license to the extent such Trademark license does not prohibit the licensee to assign or grant a security interest in its rights thereunder; and

TRADEMARK SECURITY AGREEMENT

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- (i) each Trademark, Trademark registration and Trademark application and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application'
- (ii) each Trademark license to the extent such Trademark license does not prohibit the licensee to assign or grant a security interest in its rights thereunder; and

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by the Pledgor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration and any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark or Trademark registration.

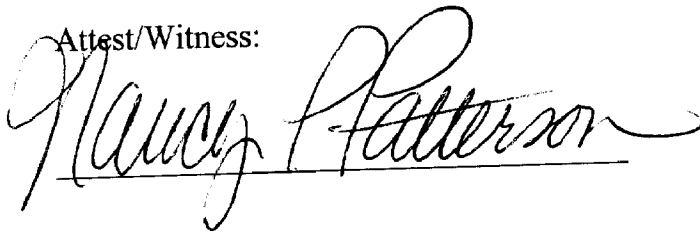
This Agreement is made for collateral purposes only. Upon request of the Pledgor following payment in full for the Trademarks, Prime shall execute and deliver to Pledgor at the Pledgor's expense, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of Prime in the Trademark Collateral, subject to any disposition thereof which may have been made by Prime pursuant to the terms of the Agreement.

Prime agrees that there will be no assignment of the Trademark Collateral, other than the security interest described herein, unless and until there shall occur a default as in payment and Prime gives written notice to the Pledgor of its intention to enforce its rights against any of the Trademark Collateral. Pledgor agrees to cooperate with Prime and to execute any and all additional documents, which may be required to carry out the intent of this Agreement, including any documents which may be filed with the United States Trademark office.

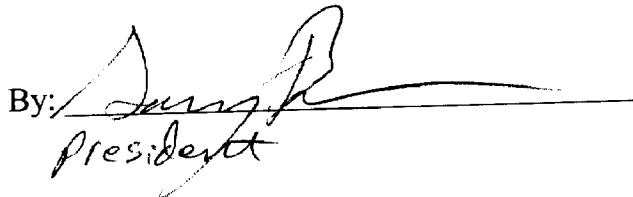
This Trademark Security Agreement shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be duly executed by its officers thereunto duly authorized as of February 25 2000.

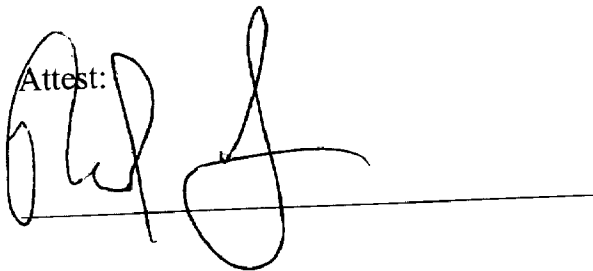
Attest/Witness:



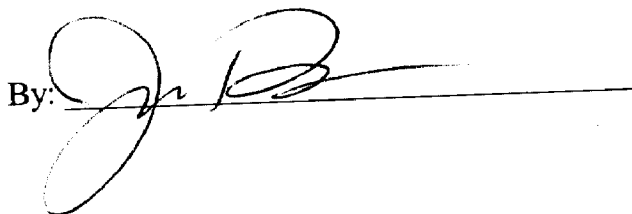
AMARAND CORPORATION

By: 
_____ President

Attest:



PRIME HOSPITALITY CORP.

By: 

Word\trademark\forms\trademark security agreement

Int. Cl.: 42

Schedule A Continued

Prior U.S. Cls.: 100 and 101

Reg. No. 2,117,010

United States Patent and Trademark Office

Registered Nov. 25, 1997

**SERVICE MARK
PRINCIPAL REGISTER**



**HOMEGATE HOSPITALITY, INC. (DELA-
WARE CORPORATION)
2001 BRYAN STREET, SUITE 2400
DALLAS, TX 75201 BY MERGER WITH EX-
TENDED STAY LIMITED PARTNERSHIP
(DELAWARE LIMITED PARTNERSHIP)
DALLAS, TX 752013075**

**FOR: HOTEL SERVICES, IN CLASS 42 (U.S.
CLS. 100 AND 101).
FIRST USE 3-0-1997; IN COMMERCE
3-0-1997.**

SN 75-163,938, FILED 9-10-1996.

H. M. FISHER, EXAMINING ATTORNEY

Int. Cl.: 42

Prior U.S. Cls.: 100 and 101

Reg. No. 2,117,011

United States Patent and Trademark Office

Registered Nov. 25, 1997

**SERVICE MARK
PRINCIPAL REGISTER**



HOMEGATE
STUDIOS & SUITES

HOMEGATE HOSPITALITY, INC. (DELA-
WARE CORPORATION)
2001 BRYAN STREET, SUITE 2400
DALLAS, TX 75201 BY MERGER WITH EX-
TENDED STAY LIMITED PARTNERSHIP
(DELAWARE LIMITED PARTNERSHIP)
DALLAS, TX 752013075

FIRST USE 3-0-1997; IN COMMERCE
3-0-1997.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "STUDIOS & SUITES", APART
FROM THE MARK AS SHOWN.

SN 75-163,939, FILED 9-10-1996.

FOR: HOTEL SERVICES, IN CLASS 42 (U.S.
CLS. 100 AND 101).

H. M. FISHER, EXAMINING ATTORNEY

Int. Cl.: 42

Prior U.S. Cls.: 100 and 101

Reg. No. 2,154,227

United States Patent and Trademark Office

Registered Apr. 28, 1998

**SERVICE MARK
PRINCIPAL REGISTER**

HOMEGATE STUDIOS & SUITES

EXTENDED STAY LIMITED PARTNERSHIP
(DELAWARE LIMITED PARTNERSHIP)
2001 BRYAN STREET, SUITE 2300
DALLAS, TX 752013075

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "STUDIOS & SUITES", APART
FROM THE MARK AS SHOWN.

FOR: HOTEL SERVICES. IN CLASS 42 (U.S.
CLS. 100 AND 101).

SN 75-137,644, FILED 7-22-1996.

FIRST USE 6-0-1996; IN COMMERCE
2-0-1997.

H. M. FISHER, EXAMINING ATTORNEY

Int. Cl.: 42

Prior U.S. Cls.: 100 and 101

United States Patent and Trademark Office

Reg. No. 2,289,035

Registered Oct. 26, 1999

**SERVICE MARK
PRINCIPAL REGISTER**



PRIME HOSPITALITY CORP. (DELAWARE CORPORATION)
700 ROUTE 46 EAST
FAIRFIELD, NJ 07004

FOR: HOTEL SERVICES, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 8-0-1998; IN COMMERCE 8-0-1998.

OWNER OF U.S. REG. NOS. 2,117,010, 2,117,011, AND 2,154,227.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "SUITES", APART FROM THE MARK AS SHOWN.

SER. NO. 75-564,620. FILED 10-5-1998.

MARLENE MENARD, EXAMINING ATTORNEY