

02-07-2001



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U.S. Patent & TMO/TM Mail Rpt Dt. #54

U.S. Department of Commerce
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1551437

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

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01 FC:481
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Trademark Application Number(s)

Registration Number(s)

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

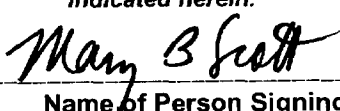
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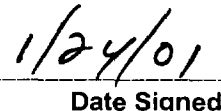
Authorization to charge additional fees: Yes No

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.


Name of Person Signing


Signature


Date Signed

TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, Caesars World, Inc., a Florida corporation having its principal place of business at 3570 Las Vegas Boulevard South, Las Vegas, Nevada 89109 ("Assignor"), has used and is using in its business the trademarks and service marks set forth on Schedule A (the "Non-Roman Themed Marks") attached hereto and Schedule B (the "Roman Themed Marks") attached hereto (collectively, the "Assigned Marks");

WHEREAS, Assignor agrees to assign its entire right, title and interest in and to the Assigned Marks to Starwood Hotels & Resorts Worldwide, Inc., a Maryland corporation having its principal place of business at 777 Westchester Avenue, White Plains, New York 10604 ("Assignee"), together with the goodwill of the business symbolized by the Assigned Marks;

WHEREAS, it is desired that the assignment of the United States registrations set forth on Schedule A attached hereto be made of record in the United States Patent and Trademark Office and any other appropriate Patent and Trademark Office;

WHEREAS, Assignee agrees to acquire Assignor's entire right, title, and interest in and to the Assigned Marks and the goodwill of the business symbolized by the Assigned Marks;

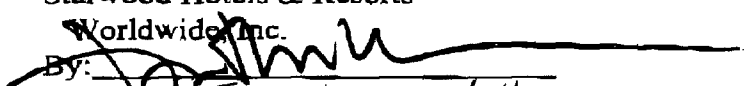
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, effective as of December __, 1999, to Assignee, its successors and assigns, its entire right, title and interest in and to the Assigned Marks; all registrations and applications which may have been or may be filed or issued in respect thereto and any renewals thereof; the goodwill of the business symbolized by the Assigned Marks; all income, royalties, damages, and payments now or hereafter due or payable in respect to the Assigned Marks; and all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present, and future infringement, misappropriation, or dilution of the rights assigned to Assignee hereunder;

Assignee hereby agrees that any use of the Assigned Marks by Assignee shall be consistent with provisions 5(h), 5(i) and 5(j) of the separate CAESARS Trademark License Agreement of even date herewith between Assignor and Assignee.

Assignor:
Caesars World, Inc.

By: _____
Name: _____
Title: _____
Executed on: December __, 1999

Assignee:
Starwood Hotels & Resorts
Worldwide Inc.

By: 
Name: Sonatran Yellen
Title: Vice President
Executed on: December 30, 1999

12/28/99

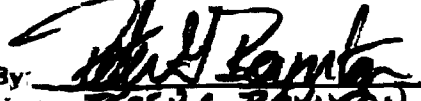
12/28/99

STARWOOD HOTELS & RESORTS LEGAL

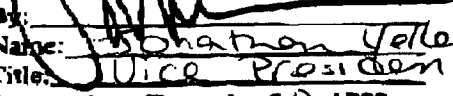
NO. 4348

P. 4

Assignor:
Caesars World, Inc.

By: 
Name: PETER G. BOYNTON
Title: CHAIRMAN/CEO
Executed on: December 28, 1999

Assignee:
Starwood Hotels & Resorts
Worldwide, Inc.

By: 
Name: Jonathan Yellen
Title: Vice President
Executed on: December 30, 1999

SCHEDULE A**Registered "Non-Roman Themed Marks"****U.S. Registration No.**

CHAMPAGNE TOWERS	1,551,437
COVE HAVEN	1,174,566
COVE HAVEN & Design	1,268,762
COVE HAVEN & Design	1,274,588
MISC. DESIGN (Champagne Glass)	1,688,189
PARADISE STREAM	1,173,637
POCONO PALACE	1,207,563
POCONO PALACE (Stylized)	1,184,160

Common Law "Non-Roman Themed Marks" (Exemplary Marks)

APPLAUSE NIGHTCLUB	JUNGLE CAFÉ
BROOK CHALET	KEY AROUND CLUB
BROOK TOWERS	KEY AROUND CLUB (Stylized)
BROOKDALE	LAKESIDE CHALET
BROOKDALE KIDS KLUB	LAKESIDE VILLA
BROOKLODGE SUITE	MOUNTAIN VILLA
CARNIVALE RACQUET AND SWIM CLUB	OAK GALLERY
CHAMPAGNE PALACE	PARROT LOUNGE
COVE FANTASY	PINE COTTAGE
COVE HARBOUR	SPA-SIDE HARBOURETTE
CUPID'S CORNER	TEDDY TIMES
EDGEWOOD COTTAGE	THE BLIZZARD CHALET
FAIRWAY SUITE	THE FANTASY APPLE
FOREVER LOVERS	THE RED APPLE NIGHTCLUB
GARDEN OF EDEN APPLE	THE SPORTS PALACE
GARDEN OF EDEN PLUM	WEDDING RINK
HARBOUR TOWERS	WOODLAND VILLA
HARBOURSIDE HEALTH CLUB AND SPA	
HUNTRESS DINING ROOM	
JULIETTE	