

09-12-2001



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KL Ref. No.: 54948/130

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
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Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies) MS Tremont Limited Partnership</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> General Partnership <input type="checkbox"/> Corporation-State <input type="checkbox"/> Association <input checked="" type="checkbox"/> Limited Partnership <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: Starwood Hotels & Resorts Worldwide, Inc.</p> <p>Internal Address: Street Address: 777 Westchester Avenue</p> <p>City: White Plains State: NY Zip: 10604</p> <p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other</p>
<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Security Agreement <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>Execution Date: 3/21/97</p>	<p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(Designations must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

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

A. Trademark Application No.(s)
1,911,963

B. Trademark Registration No.(s) **1,915,651 and**

Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Mary B. Scott, Esq.</p> <p>Internal Address: Kramer Levin Naftalis & Frankel LLP</p> <p>Street Address: 919 Third Avenue</p> <p>City: New York State: New York Zip: 10022</p>	<p>6. Total number of applications and registrations involved..... 1</p> <p>7. Total fee (37 CFR 3.41) \$65.00</p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account # 50-0540</p> <p>8. Deposit account number: 50-0540 (Attach duplicate copy of this page if paying by deposit account)</p>
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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

Mary B. Scott, Esq. *Mary B Scott* **8/27/01**

Name of Person Signing Signature Date

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

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Washington, D.C. 20231

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09/11/2001 LNWELLER 00000119 1911963

RFCS TPC

01 FC:481 40.00 OP
02 FC:482 25.00 OP

KL3:2130028 1

TRADEMARK
REEL: 002364 FRAME: 0697

ASSIGNMENT OF INTANGIBLE PROPERTY

THIS AGREEMENT is by and between MS Tremont Limited Partnership, a Delaware Limited Partnership ("Assignor"), located at 515 Louisiana, Suite 300, Houston, Texas, 77002, and Starwood Hotels & Resorts Worldwide, Inc., located at 777 Westchester Avenue, White Plains, New York 10604 ("Assignee").

WHEREAS, Assignor is the record owner of the marks ("Marks") and service mark registrations ("Registrations") set forth in Schedule 1; and

WHEREAS, Assignor and SLT Realty, an entity of Assignee, entered into an Agreement of Purchase and Sale dated March 21, 1997 transferring or assigning all right, title and interest in certain intellectual property including the Marks and Registrations in Schedule 1;

WHEREAS, Assignee is desirous of acquiring all title, right and interest in and to said Marks and Registrations, together with the good will of the business and confirmation of the same;

WHEREAS, in accordance with the terms of the Agreement, Assignor, for consideration, the sufficiency of which is hereby acknowledged by the parties, does, without reservation:

1. Assign unto Assignee and confirm assignment unto Assignee effective March 21, 1997, all right, title and interest in and to the Marks and Registrations, together with the good will appurtenant thereto; and
2. Binds its legal representatives, as well as itself, to do, upon Assignee's request and at its expense, but without additional consideration to Assignor or its legal representatives, all acts reasonably serving to assure that the said Marks and Registrations shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by Assignor or Assignor's legal representatives if this assignment had not been made; and particularly to execute and to deliver to Assignee all lawful application documents, including petitions, oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to Assignor relating to said Marks and Registrations or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in Assignor's control or in the control of Assignor's legal representatives and which may be useful for establishing the facts of the use of said Marks and Registrations.

The effective date of this Assignment is March 21, 1997.

MS Tremont Limited Partnership

By: [Signature]

Title: MANAGING DIRECTOR.

State of New York)
) ss.:
County of Queens)

On this 10th day of August, 2001 before me appeared Michael Foster, to me known and known to me to be Managing Director of MS Tremont Limited Partnership, the person described in and who executed the foregoing instrument and he acknowledged the same to be his free act and deed.

Notary Public Danielle A. Brienza

(Official Seal)

DANIELLE A. BRIENZA
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01BR8017819
QUALIFIED IN QUEENS COUNTY
COMMISSION EXPIRES DECEMBER 21, 2002

SCHEDULE 1

UNITED STATES TRADEMARK

Mark	Registration Number	Int'l Class
THE TREMONT	1911963	42
DESIGN	1915651	42

COMMON LAW MARK

TREMONT HOUSE