

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102029065

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Two Flags Joint Venture LLC 3.4.02 Individual(s) Association General Partnership Limited Partnership Corporation-State Other Limited Liability Company/Delaware Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Marriott Senior Holding Co. Internal Address: c/o MARRIOTT INTERNATIONAL, INC. Street Address: 10400 FERNWOOD ROAD City: BETHESDA State: MD Zip: 20812 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware 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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: 03/01/2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 78/104323 B. Trademark Registration No.(s) See Attached Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Elizabeth G. Regan, Esq. Internal Address: Marriott International, Inc. Dept. 52/923 Street Address: One Marriott Drive City: Washington State: DC Zip: 20058

6. Total number of applications and registrations involved: 19 7. Total fee (37 CFR 3.41): \$ 490.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 131758

DO NOT USE THIS SPACE

9. Signature. Julie Stewart Name of Person Signing Signature Date March 4, 2002

Total number of pages including cover sheet, attachments, and document: 9

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

03/25/2002 TDIAZI 00000013 131758 78104323

01 FC:481 40.00 CH 02 FC:482 450.00 CH

Continuation of Item 4

Registration Nos.:

718,705
741,047
780,480
849,591
854,323
855,788
1,099,050
1,191,422
1,276,587
1,565,166
1,860,570
1,924,256
2,207,193
2,229,269
2,232,534
2,385,656
2,525,638
2,525,651

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, TWO FLAGS JOINT VENTURE LLC, a Delaware limited liability company ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below);

WHEREAS, pursuant to an assumption agreement of even date herewith among Marriott Senior Holding Co., a Delaware corporation ("**Secured Party**"), Marriott Two Flags Member LLC, a Delaware limited liability company ("**Marriott Member**") and Two Flags Subsidiary LLC, a Delaware limited liability company ("**Company**"), Company assumed the obligations of Marriott Member with respect to a promissory note dated March 1, 2002 in the amount of \$205,000,000 payable to the order of Secured Party (the "**Assigned Note**");

WHEREAS, the Assigned Note was amended and restated as of the date hereof (said promissory note as it may be hereafter amended, supplemented, restated or otherwise modified from time to time, being the "**Note**");

WHEREAS, Grantor has executed and delivered a Guaranty dated as of the date hereof (said Guaranty, as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "**Guaranty**") in favor of Secured Party, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Note; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of the date hereof (as amended, supplemented, restated or otherwise modified from time to time, the "**Security Agreement**"), between Grantor and Secured Party, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing, whether tangible or intangible, or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**");

1. all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to (A) the trademarks and service marks of Grantor that are registered in the United States specifically identified in Schedule A, all other common law trademarks in the United States of Grantor related to the business of franchising Ramada hotels in the United States and contributed by Marriott Member to Grantor, and all trademarks, service marks, designs, logos, indicia, trade names, and applications pertaining thereto hereafter adopted and used in Grantor's business to the extent (v) incorporating "Ramada" and registered in the United States, (w) primarily related to or primarily derived from the assets contributed by Marriott Member to Grantor, (x) used primarily in the business of franchising Ramada hotels in the United States, (y) used in any other business primarily associated with any "Ramada"

trademark or trade name or (z) otherwise included in property of Grantor licensed to the applicable licensee pursuant to the terms of the Assigned Agreements (as defined below) (collectively, the “**Trademarks**”), (B) the trademarks and service marks that are pending registration in the United States specifically identified in Schedule A and all registrations that may hereafter be issued or applied for in the United States and in foreign countries in each case to the extent (v) incorporating “Ramada” and registered in the United States, (w) primarily related to or primarily derived from the assets contributed by Marriott Member to Grantor, (x) used primarily in the business of franchising Ramada hotels in the United States, (y) used in any other business primarily associated with any “Ramada” trademark or trade name or (z) otherwise included in property of Grantor licensed to the applicable licensee pursuant to the terms of the Assigned Agreements (as defined in the Security Agreement) (collectively, the “**Trademark Registrations**”), all common law and other rights in and to the Trademarks in the United States and in foreign countries (the “**Trademark Rights**”), and all goodwill of Grantor’s business symbolized by the Trademarks and associated therewith (the “**Associated Goodwill**”) and

2. all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 1st day of March 2002.

TWO FLAGS JOINT VENTURE LLC

By: TM Acquisition Corp.



Its: Managing Member

By: 

Name: JOE BUCKBERG

Title: SENIOR VICE PRESIDENT

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Mark	App./Reg. No.	Goods/Services, Class	Reg. Date	Status	Record Owner
LUXURY FOR LESS	780,480	Hotel and inn services in Class 42	11/17/1968	Registered	Franchise System Holdings, Inc. ¹
RAMADA INN	718,705	Hotel and inn services in Class 42	7/18/1961	Registered	Franchise System Holdings, Inc.
RAMADA INN (& Design)	741,047	Hotel and inn services in Class 42	11/20/1962	Registered	Franchise System Holdings, Inc.
 RAMADA	855,788	Matchbooks in Class 9	9/3/1968	Registered	Franchise System Holdings, Inc.
RAMADA (& Design)	1,191,422	Hotel and restaurant services in Class 42	3/2/1982	Registered	Franchise System Holdings, Inc.
 RAMADA	854,323	Toilet soap and all purpose cleaner in Class 3	8/6/1968	Registered	Franchise System Holdings, Inc.
RAMADA	849,591	Hotel and inn services; restaurant, lounge, convention, and reservation services; and barber and beauty shop services in Class 42	5/21/1968	Registered	Franchise System Holdings, Inc.



¹ Ramada name change appears to have been recorded erroneously against all registrations listed herein as owned by Franchise System Holdings, Inc.

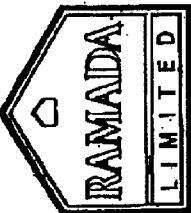
RAI (& I)



RAM
SUT

RAM

Mark	App./Reg. No.	Goods/Services, Class	Reg. Date	Status	Record Owner
ROOM FINDER (& Design) 	1,099,050	Computerized reservation services for hotels and motels in Class 42	8/8/1978	Registered	Franchise System Holdings, Inc.
RAMADA HOTEL	1,276,587	Hotel and restaurant services in Class 42	5/1/1984	Registered	Franchise System Holdings, Inc.
PER DIEM VALUE	1,565,166	Hotel and restaurant services in Class 42	11/7/1989	Registered	Franchise System Holding, Inc. [assuming assignment executed and submitted for recordation]
CLUB RAMADA	2,525,638	Hotel, motel and restaurant services featuring an incentive award program in Class 35	1/1/02	Registered	Franchise System Holdings, Inc.
CLUB RAMADA (& Design) 	2,525,651	Hotel, motel and restaurant services featuring an incentive award program in Class 35	1/1/02	Registered	Franchise System Holdings, Inc.
RAMADA PLAZA HOTEL	2,385,656	Hotel, restaurant, catering, bar and lounge services; provision of facilities for meetings, conferences and exhibitions; reservation services for hotel accommodations in Class 42	9/12/00	Registered	Franchise System Holdings, Inc.
BEST YEARS	2,207,193	hotel and motel services, in Class 42	12/1/98	Registered	Franchise System Holdings, Inc.
RAMADACHEC	78/104.323			Pending	Franchise System Holdings, Inc.
RAMADA LIMITED	1,924,256	Hotel and restaurant services in Class 42	10/3/95	Registered	Franchise System Holdings, Inc.

Mark	App./Reg. No.	Goods/Services, Class	Reg. Date	Status	Record Owner
RAMADA LIMITED (& Design) 	1,860,570	Hotel, restaurant and bar services in Class 42	10/25/94	Registered	Franchise System Holdings, Inc.
RAMADA VACATION SUITES	2,229,269	time-sharing real estate services and time-sharing vacation real estate services in Class 36	3/2/99	Registered	Franchise System Holdings, Inc.
RAMADA	2,232,534	Time-sharing real estate services and time-sharing vacation real estate services in Class 36	3/16/99	Registered	Franchise System Holdings, Inc.

Execution Copy
TC1:466591