

03-25-2002

KL Ref. No.:

FORM PTO-1594

(Rev. 6-93)



EET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

102029426

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

1. Name of conveying party(ies)
Sheraton Phoenician Corporation

Individual(s)
 General Partnership
 Corporation-State
 Association
 Limited Partnership
 Other

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

2. Name and address of receiving party(ies)
 Name: **The Sheraton Corporation**

Internal Address:

Street Address: **1111 Westchester Avenue**

City: **White Plains** State: **NY** Zip: **10601**

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State **Delaware**
 Other

3-1-02

3. Nature of conveyance:
 Assignment
 Security Agreement
 Merger
 Change of Name
 Other

Execution Date: **02/26/02**

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 registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s) **2,023,791**

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: **Mary B. Scott**
 Internal Address: **Kramer Levin Naftalis & Frankel LLP**
 Street Address: **919 Third Avenue**
 City: **New York** State: **New York** Zip: **10022**

6. Total number of applications and registrations involved..... **8**

7. Total fee (37 CFR 3.41) **\$215.00**
 Enclosed
 Authorized to be charged to deposit account # **50-0540**

8. Deposit account number: **50-0540**
 (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.

Katherine Meyer _____ **3/4/2**
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **4**

Do not detach this portion

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

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

03/22/2002 6TON11 00000085 2023791

RFCS.TPO

01 FC:481 40.00 DP
02 FC:482 175.00 DP

TRADEMARK
REEL: 2468 FRAME: 0408

SCHEDULE A

U.S. Trademarks

MARY ELAINE'S	2,023,791
PHOENIX LOGO	2,038,596
PHOENIX LOGO	2,027,281
PRAYING MONK	2,020,900
THE CENTRE FOR WELL BEING	2,038,576
THE PHOENICIAN	2,048,861
THE THIRSTY CAMEL	2,022,084
WINDOWS ON THE GREEN	2,022,079

Arizona Trademarks

THE CENTRE FOR WELL BEING	036913
THE PHOENICIAN GOLF AND TENNIS RESORT	23,486

ASSIGNMENT OF U.S. TRADEMARK REGISTRATIONS

THIS AGREEMENT, effective the 26 day of February, 2002, is by and between SHERATON PHOENICIAN CORPORATION, a Delaware Corporation ("Assignor"), having a principal place of business at 6000 East Camelback Road, Scottsdale, Arizona 85251 and THE SHERATON CORPORATION, a Delaware Corporation ("Assignee"), having a principal place of business at 1111 Westchester Avenue, White Plains, New York 10601.

WHEREAS, Assignor has adopted, used and is the owner of the entire right, title and interest in and to the trademarks, service marks, trade names, and trademark and service mark registrations as shown on Schedule A attached hereto (hereinafter referred to as the "Trademark Rights"); and

WHEREAS, Assignee desires to acquire all title, right and interest in and to the Trademark Rights together with all of the goodwill appurtenant thereto;

WHEREAS, in accordance with the terms of the Agreement, Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does without reservation:

1. Assignor agrees to sell and does hereby, absolutely and unconditionally, sell, assign, transfer and set over unto Assignee, all of Assignor's right, title and interest in and to the Trademark Rights, and all registrations therefor, together with the goodwill appurtenant thereto.

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.

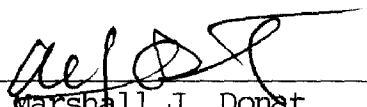
3. Assignee hereby accepts the assignment of Trademark Rights as set forth

above.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their respective duly authorized officers as of the day and year first written above.

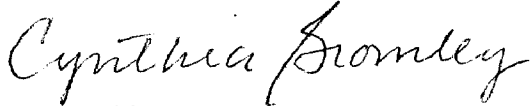
SHERATON PHOENICIAN CORPORATION
(Assignor)

Date: February 26, 2002

By: 
Name: Marshall J. Donat
Title: Vice President & Assistant Secretary

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

On this 26 day of Feb 2002 before me appeared Marshall J. Donat, to me known and known to me to be VP & Assistant Secretary of Sheraton Phoenician Corporation, the person described in and who executed the foregoing instrument and he acknowledged the same to be his free act and deed.


Notary Public

Cynthia Bromley
Notary Public, State of New York
No. 01BR6043391
Qualified in Westchester County
Commission Expires June 19, 2002

(Official Seal)

THE SHERATON CORPORATION
(Assignee)

Date: February 26, 2002

By: 
Name: Russell C. Savrann
Title: Vice President & Assistant Secretary