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Form PTO-1594
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):

Pah Leasing LLC

☐ Individuals ☐ Association
☐ General Partnership - ☐ Limited Partnership -
☐ Corporation-State
x Other – Delaware Limi ted Liability Company

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

2. Name and address of receiving party(ies):

Name: JPMorgan Chase Bank

Internal Address:

Street Address: 270 Park Avenue

City: New York State: New York Zip Code: 10017

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-
x Other New York State Chartered Bank

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
x Security Interest ☐ Change of Name
☐ Other

Execution Date: February 28, 2002

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

A. Trademark Application No.(s)

75/350819
76/317945

Trademark Registration No.(s)

1970164	1879353	1639942	1885336
1921162	1970144	2054650	1908390
2310273	1966564	1870018	1850065
1968620	1975031	1934668	2426447
1883496	2426446	2054652	

Additional numbers attached? ☐ Yes x No

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

Name: Helen Bruno, Senior Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: New York ZIP: 10036

6. Total number of applications and registrations involved: 21

7. Total fee (37 CFR 3.41): $ 540.00

x Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

23-1705 (in case of deficiency)

(Attach duplicate copy of this page if paying by deposit account)

04/12/2002 TDIAZ1 00000023 75350819
01 FC:481 40.00 OP
02 FC:482 500.00 OP

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.

Helen Bruno — Name of Person Signing

H Bruno — Signature

March 25, 2002 — Date

Total number of pages comprising cover sheet: 7

OMB No. 0651-0011 (exp. 4/94)

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.

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, PAH LEASING LLC, a Delaware limited liability company (the "Grantor") with principal offices at 1950 Stemmons Freeway, Suite 6001, Dallas, Texas 75207, hereby assigns and grants to JPMorgan Chase Bank, as Collateral Agent, with principal offices at 270 Park Avenue, New York, NY 10017 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Amended and Restated Guaranty and Collateral Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Amended and Restated Guaranty and Collateral Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of June 30, 1999, as amended and restated as of February 25, 2002 (as amended from time to time, the "Guaranty and Collateral Agreement"). Upon the occurrence of the Termination Date (as defined in the Guaranty and Collateral Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Guaranty and Collateral Agreement. The rights and remedies of the Grantee

with respect to the security interest granted herein are as set forth in the Guaranty and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Guaranty and Collateral Agreement, the provisions of the Guaranty and Collateral Agreement shall govern.

* * *

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 28th day of February, 2002.

PAH LEASING LLC,
as Grantor

By: Wyndham International Operating Partnership, L.P., a Delaware limited partnership, its member

By: Wyndham International, Inc., a Delaware corporation, its general partner

By _____
Name: John P. Bohlmann
Title: Senior Vice President

JPMORGAN CHASE BANK,
as Collateral Agent and Grantee

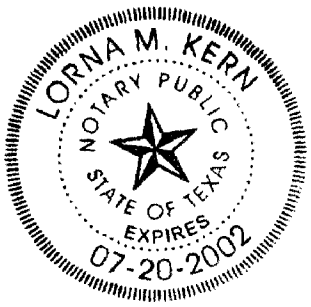
By _____
Name: Christina Gould
Title: Vice President

NEWYORK 865153 v1 [Sjk101! DOC] (2K)

STATE OF TEXAS)
) ss.:
COUNTY OF DALLAS)

On this 20 day of February, 2002, before me personally came John P. Bohlmann who, being by me duly sworn, did state as follows: that [s]he is Sr. Vice President of WYNDHAM INTERNATIONAL, INC., the general partner of WYNDHAM INTERNATIONAL OPERATING PARTNERSHIP, L.P., the sole member of PAH LEASING LLC (the "Company"), that [s]he is authorized to execute the foregoing Grant on behalf of Company and that [s]he did so by authority of the members of said Company.

Lorna M. Kern
Notary Public



NEWYORK 865153 v1 [$jk101!.DOC] (2K)

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 12 day of March, 2002, before me personally came Christina Gould who, being by me duly sworn, did state as follows: that she is Vice President of JPMORGAN CHASE BANK, that she is authorized to execute the foregoing Grant on behalf of said corporation and that she did so by authority of the Board of Directors of said corporation.

Sara E. Rothermel
Notary Public

SARA E. ROTHERMEL
Notary Public, State of New York
No. 01RO6049704
Qualified in New York County
Commission Expires Oct. 23, 2002

NEWYORK 865153 v1 [$jk101!.DOC] (2K)

SCHEDULE A

MARK	REG./SERIAL NO.	REG. DATE
CAREFREE RESORTS	1,970,164	
CAREFREE RESORTS	1,921,162	
CAREFREE RESORTS	2,310,273	
CAREFREE RESORTS	1,968,620	
CAREFREE RESORTS	1,879,353	
CAREFREE RESORTS	1,970,144	
CAREFREE RESORTS (Stylized)	1,966,564	
CAREFREE RESORTS (Stylized)	1,975,031	
CAREFREE SPAS	75350819	
EL PEDREGAL FESTIVAL MARKETPLACE AT THE BOULDERS	1,639,942	
SEEK OPPORTUNITIES TO CREATE MEMORIES	2,054,650	
THE BOULDERS	76317945	
THE BOULDERS	1,870,018	
THE BOULDERS	1,934,668	
THE BOULDERS & Design	1,885,336	
THE BOULDERS CLUB	1,908,390	
THE BOULDERS RESORT	1,850,065	
THE LODGE AT VENTANA CANYON AND DESIGN	2,426,447	
THE SPIRIT	1,883,496	
VENTANA CANYON LOGO	2,426,446	
WOMEN TO THE FORE	2,054,652	