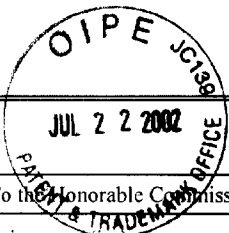


07-25-2002

KL Ref. No.:



102168674

FORM PTO-1594 (Rev. 6-93)

JUL 22 2002

RE

ET

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)
Leo Peters Trust

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

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

7.22.02

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: **10604**

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

3. Nature of conveyance:

Assignment
 Security Agreement
 Merger
 Change of Name
 Other

Execution Date: **07/15/02**

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) **1,260,592**

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..... **1**

7. Total fee (37 CFR 3.41) **\$40.00**

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 *Kally* **7/19/2002**
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **3**

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.

RF CST.PTO

07/25/2002 AAH MED1 00000058 1260592
01 FC:481 40.00 OP

TRADEMARK
REEL: 002550 FRAME: 0057

EXHIBIT A

ASSIGNMENT OF TRADEMARK REGISTRATION

THIS AGREEMENT is by and between LEO PETERS TRUST, a Michigan Trust, with principal address of 1435 Buchanan Avenue, Grand Rapids, Michigan, 49506 ("Assignor"), and THE SHERATON CORPORATION, a Delaware Corporation located at 1111 Westchester Avenue, White Plains, New York 10604 ("Assignee").

WHEREAS, Assignor is the record owner of the mark ("Mark") and trademark registration ("Registration") set forth in Schedule A; and

WHEREAS, Assignee is desirous of acquiring all title, right and interest in and to said Mark and Registration, together with the good will appurtenant thereto;

WHEREAS, Assignor, for consideration, the sufficiency of which is hereby acknowledged by the parties, does, without reservation:

1. Assign unto Assignee, all right, title and interest in and to the Mark and Registration, 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 Mark and Registration 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 Mark and Registration 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 Mark and Registration.

LEO PETERS TRUST

By: [Signature]
Name: Mark Peters
Title: Trustee

State of Michigan

) ss.:

County of Kent

On this 15 day of May, 2002 before me appeared Mark Peters, to me known and known to me to be Trustee of LEO PETERS TRUST, the person described in and who executed the foregoing instrument and he acknowledged the same to be his free act and deed.

Notary Public Rachel Beute
RACHEL BEUTE (Official Seal)
Notary Public, Kent County, MI
My Commission Expires Feb 9, 2005

SCHEDULE A

Country	Trademark	Registration No.
United States	S & Design	1,260,592