

10-01-2002

KL Ref. No.: 055183/86

FORM PTO-1594

(Rev. 6-93)



SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

102237430

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

1. Name of conveying party(ies)  
**The Sheraton Corporation**

*9-26-02*

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

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

2. Name and address of receiving party(ies)  
Name: **KYO-YA COMPANY, LTD.**

Internal Address:

Street Address: **2353 Kalakaus Avenue**

City: **Honolulu** State: **Hawaii** Zip: **96815**

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State  
 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  
 Security Agreement  
 Merger  
 Change of Name  
 Other

Execution Date: **9/24/2002**

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

A. Trademark Application No.(s) \_\_\_\_\_ B. Trademark Registration No.(s) **831,216**

Additional numbers attached? Yes  No  (see attached continuation sheet)

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

Name: **Mary Blume Scott, Esq.**

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.....

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** *Katherine Meyer* **9/26/2002**  
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.

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## ASSIGNMENT OF TRADEMARK REGISTRATION

THIS AGREEMENT is by and between THE SHERATON CORPORATION, a Delaware Corporation, with principal address of 1111 Westchester Avenue, White Plains, New York 10604 ("Assignor"), and KYO-YA COMPANY, LTD., a Hawaiian Corporation with principal address of 2353 Kalakaus Avenue, Honolulu, Hawaii ("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



**SCHEDULE A**

Country	Trademark	Registration No.
United States	<b>ROYAL HAWAIIAN</b>	831,216