

Form PTO-1594 **RECORDATION FORM COVER SHEET** U.S. DEPARTMENT OF COMMERCE
 (Rev. 03/01) **TRADEMARKS ONLY** U.S. Patent and Trademark Office
 OMB No. 0651-0027 (exp. 5/31/2002)
 Tab settings

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

<p>1. Name of conveying party(ies):</p> <p>Name: ML Hotel Investors, LLC</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other: Delaware Limited Liability Company</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: FHR (ML) Hotel Holdings LLC</p> <p>Street Address: 100 Wellington Street West, Suite 1600</p> <p>City: Toronto, Ontario M5K 1B7 Country: Canada</p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State: _____ <input checked="" type="checkbox"/> Other: Delaware Limited Liability Company</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p><input checked="" type="checkbox"/> Effective Date: December 17, 2002</p>	

4. Registration number(s): **2,277,932; 2,507,073; 2,270,703; 2,458,945; 2,537,962; 2,277,960; 2,277,933; 2,272,143; 2,276,026; 2,272,144**


Additional number(s) attached Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: John C. Wilson, Esq. Heller Ehrman White & McAuliffe LLP</p> <p>Street Address: 333 Bush Street</p> <p>City: San Francisco</p> <p>State: CA Zip: 94104-2878</p>	<p>6. Total number of applications and registrations involved:[10]</p> <p>7. Total fee (37 CFR 3.41).....\$265.00 Enclosed <input type="checkbox"/></p> <p>Authorized to be charged to deposit account <input checked="" type="checkbox"/></p> <p>8. Deposit account number: 08-1645 (Reference No. 25745-0025)</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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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.

John C. Wilson
Name of Person Signing


Signature

January 21, 2003
Date

Total number of pages including cover sheet, attachments, and document: [7]

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

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of December 17, 2002 by and between ML HOTEL INVESTORS, LLC, a Delaware limited liability company, formerly known as ML Hotel Investors, L.P., a Delaware limited partnership, doing business as The Orchid at Mauna Lani, having a place of business at 1999 Avenue of the Stars, Suite 1270, Los Angeles, California 90067 ("Assignor"), and FHR (ML) HOTEL HOLDINGS LLC, a Delaware limited liability company, having a place of business at 100 Wellington Street West, Suite 1600, Toronto, Ontario M5K 1B7, Canada ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the trademarks, service marks and/or trade names set forth in Exhibit A attached hereto and the registrations therefor (collectively, the "Assigned Trademarks"), together with the goodwill of the business associated therewith;

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Assigned Trademarks, together with the goodwill of the business associated therewith;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Effective as of the Effective Date, Assignor hereby assigns to Assignee all right, title and interest in and to the Assigned Trademarks, together with the goodwill of the business associated therewith.
2. Effective as of the Effective Date, Assignee hereby assumes all of Assignor's obligations under the Assigned Trademarks and agrees to indemnify Assignor against and hold Assignor harmless from any and all cost, liability, loss, damage or expense, including, without limitation, attorneys' fees, accruing on or to be performed subsequent to the Effective Date and arising out of the Assignor's obligations thereunder. Assignor agrees to indemnify Assignee against and hold Assignee harmless from any and all cost, liability, loss, damage or expense, including, without limitation, attorneys' fees, accruing on or performed prior to the Effective Date and arising out of Assignor's obligations thereunder.
3. In the event of any litigation between Assignor and Assignee arising out of this Assignment, the losing party shall pay the prevailing party's costs and expenses of such litigation, including, without limitation, reasonable attorneys' fees.
4. This Assignment shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns.
5. This Assignment shall be governed by and construed in accordance with the laws of the State of Hawaii.
6. This Assignment is delivered pursuant to the Purchase Agreement.

7. Assignee acknowledges and agrees that, except as provided in the Purchase Agreement, the conveyance of the Assigned Trademarks is specifically made "as-is" and "where-is", without any representations or warranties express or implied, including, without limitation, implied warranties of fitness for any particular purpose or merchantability or any other warranties whatsoever. Assignee has not relied and will not rely on, and Assignor is not liable for or bound by, any express or implied warranties, guaranties, statements, representations or information pertaining to the Assigned Trademarks or relating thereto (including, specifically, without limitation, information packages distributed with respect to the Premises) made or furnished by Assignor, or any agent or broker representing or purporting to represent Assignor, to whomever made or given, directly or indirectly, orally or in writing.

8. For the purposes of this Assignment, the "Effective Date" shall be the date of the Closing.

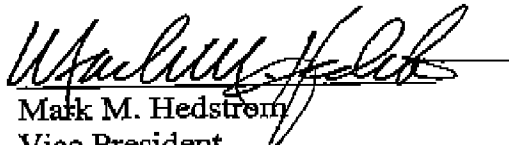
9. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

[Next page is signature page]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the day and year first above written.

ASSIGNOR:

ML HOTEL INVESTORS, LLC,
a Delaware limited liability company

By: 
Mark M. Hedstrom
Vice President

ASSIGNEE:

FHR (ML) HOTEL HOLDINGS LLC,
a Delaware limited liability company

By: _____
Name: _____ a
Its: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the day and year first above written.

ASSIGNOR:

ML HOTEL INVESTORS, LLC,
a Delaware limited liability company

By:

Mark M. Hedstrom
Vice President

ASSIGNEE:

FHR (ML) HOTEL HOLDINGS, LLC,
a Delaware limited liability company

By:

THOMAS C. GRIFFITHS a
Its: ASSISTANT SECRETARY

EXHIBIT A TO TRADEMARK ASSIGNMENT**United States Trademark Registrations**

<u>Mark</u>	<u>U.S. Reg. No.</u>
BIG ISLAND BOUNTY	2,277,932
COURTING FOR LIFE	2,507,073
THE PANIOLO LOUNGE	2,270,703
THE ORCHID AT MAUNA LANI	2,458,945
THE ORCHID AT MAUNA LANI ISLAND OF HAWAII and Design	2,537,962
THE ORCHID BEACH CLUB	2,277,960
Design Only	2,277,933
Design Only	2,272,143
Design Only	2,276,026
Design Only	2,272,144

State Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>State</u>
THE ORCHID AT MAUNA LANI	239,524 (Reg.)	Hawaii
	249,743 (Renewal Reg.)	

Common Law Marks

<u>Mark</u>
BROWN'S BEACH HOUSE
KOHALA COFFEE COMPANY
POLO BAR
THE GRILL
THE ORCHID AT MAUNA LANI, RETURN TO YOURSELF.
THE ORCHID COURT
THE ORCHID KEIKI ALOHA PROGRAM
THE SPA WITHOUT WALLS
THE SUNSET TERRACE