

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made and entered into as of this 21st day of June, 2002, by Hilton Hospitality, Inc., a Nevada corporation, with offices at 9336 Civic Center Drive, Beverly Hills, CA 90210 (as "Assignor") and Harrison Conference Associates, Inc., a Delaware corporation, located at 9336 Civic Center Drive, Beverly Hills, CA 90210 (as "Assignee").

Recitals

WHEREAS, Assignor is the owner of certain trademarks identified in Schedule A attached hereto (the "Trademarks") embodied in certain Registrations in the United States Patent and Trademark Office, and in certain applications for Registration therein, and of all of the good will appertaining to such marks;

WHEREAS, Assignor is an affiliate of DoubleTree Hotels Corporation, an Arizona Corporation ("Seller") which has entered into a certain Purchase Agreement dated May 15, 2002 to sell to Aramark Services, Inc., a Delaware corporation ("Buyer"), all of the issued and outstanding shares of HCA (the "Purchase Agreement").

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor, as an affiliate of Seller, has agreed to assign, and Assignee has agreed to acquire the entire right, title and interest in and to the Trademarks and the United States Registrations and applications for Registration and the said good will;

WHEREAS, the Trademarks have been used by the Assignor and its affiliates (including without limitation, Assignee) to identify the Assignor and its affiliates as the source of those goods and services provided by the Assignor and its affiliates; and

NOW THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) in hand paid by the said Assignee, the foregoing recitals (incorporated herein by this reference) the terms of the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Trademarks and the goodwill appertaining to the Trademarks, the same to be held and enjoyed by the said Assignee, its successors and assigns.

Further, the Assignor has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over to the said Assignee, all of Assignor's right, title and interest in and to all of the United States Registrations and applications for Registrations and other marks, as set forth on Schedule A attached hereto.

This Assignment shall be binding upon the parties, their respective successors and assigns and all others acting by, through, with or under their direction, and all those in privity therewith.

Following Closing under the Purchase Agreement, Assignor agrees to cooperate with Assignee in the manner described in Section 10.16 of the Purchase Agreement.

IN WITNESS WHEREOF, the Assignor by its duly authorized representative has hereunto set its hand and seal as of the date written below.

HILTON HOSPITALITY, INC.

By: Barbara Arnold
Name: Barbara Arnold
Title: Asst. Vice President
Date: June 21, 2002

CITY OF Memphis :
COUNTY OF Shelby : SS

On this 5th day of June, 2002 before me personally came the above named Barbara Arnold, to me personally known and known to me to be the same individual who executed the foregoing Assignment, and who acknowledged to me that the execution of the same was of that person's free will for the use and purposes therein set forth.



[Signature]
Notary Public

My commission expires: 11-14-04

SCHEDULE A TO TRADEMARK ASSIGNMENT

[Subject to review by Seller]

United States Trademark and Service Mark Registrations:

Mark / Goods/Services	Record Owner	Reg./App. No. and Issue/Filing Date
HARRISON CONFERENCE SERVICES THE STYLE, THE TALENT AND THE TECHNOLOGY FOR THE 21ST CENTURY Disclaims "Conference Services" For hotel services and providing general purpose convention facilities, in Class 42	Hilton Hospitality, Inc. (NV) (Assigned from Harrison Conferences Services, Inc. on July 31, 2000)	US Reg. 1,953,109, Issued 1/30/96
HARRISON CONFERENCE CENTER Disclaims "Conference Center" For hotel services and providing facilities to others in the nature of a conference center and executive training center in Class 42	Hilton Hospitality, Inc. (NV) (Assigned from Harrison Conferences Services, Inc. on July 31, 2000)	US Reg. 2,134,617 Issued 2/3/98
HARRISON For hotel services and providing facilities to others in the nature of a conference center and executive training center in Class 42	Hilton Hospitality, Inc. (NV) (Assigned from Harrison Conferences Services, Inc. on July 31, 2000)	US Reg. 1,033,316 Issued 2/10/76 Renewed 2/10/96 Section 8 and 15 affidavits accepted; registration has attained "incontestable" status
KNOWING WHAT MATTERS Providing facilities for	Hilton Hospitality, Inc.	US Reg. 2,536,841 Issued 2/5/02

business meetings in Class 35		
KNOWING WHAT MATTERS	Hilton Hospitality, Inc.	US Reg. 2,536,450 Issued 2/5/02
For hotels in Class 42		

United States Trademark and Service Mark Registration Applications:

None.

Unregistered Trademarks and Service Marks:

None.

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