


Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U.S. DEPARTMENT OF COMMERCE U.S. 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): Woodfield Sultes, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State Wisconsin <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Woodfield Licensing Corporation</u> Internal Address: _____ Street Address: <u>909 Hidden Ridge, Suite 600</u> City: <u>Irving</u> State: <u>TX</u> Zip: <u>75038</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Nevada</u> <input type="checkbox"/> Other _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>09/03/2004</u>	4. Application number(s) or registration number(s): A. Trademark Applcation No.(s) <u>See Schedule A</u> B. Trademark Registration No.(s) <u>See Schedule A</u> Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>William D. Raman</u> Internal Address: <u>Wong Cabello, LLP</u> Street Address: <u>P.O. Box 685108</u> City: <u>Austin</u> State: <u>TX</u> Zip: <u>78768</u>	6. Total number of applications and registrations involved: 5 7. Total fee (37 CFR 3.41).....\$ <u>140.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>501922</u> (Please reference Attorney Docket No. 517.0001)	
DO NOT USE THIS SPACE		
9. Signature. <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> <u>Sherri L. Eastley</u> Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: right;"> <u>12/1/04</u> Date </div> </div> <div style="text-align: center; margin-top: 10px;"> 6 </div>		

Total number of pages including cover sheet, attachments, and document

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

CH \$140.00 601922 78364668

SCHEDULE A

	MARK	REGISTRATION/APPLICATION NO.
1.	WOODFIELD SUITES	Reg. No. 1,917,032
2.	WOODFIELD SUITES and Design	Reg. No. 1,893,405
3.	DREAMS GUARANTEED	Reg. No. 1,961,112
4.	FAR FROM ORDINARY	Reg. No. 2,740,167
5.	Miscellaneous Design (Three Trees)	Ser. No. 78/364,668

Execution Copy**TRADE RIGHTS ASSIGNMENT**

This TRADE RIGHTS ASSIGNMENT (this "Agreement") is entered into this 3rd day of September, 2004 by and between Woodfield Suites, Inc., a Wisconsin corporation ("Assignor"), and Woodfield Licensing Corporation, a Nevada corporation ("Assignee").

WHEREAS, Assignor, with its principal place of business located at 100 East Wisconsin Avenue, Suite 1900, Milwaukee, Wisconsin, is the owner of certain registered service marks listed on the attached Schedule A (the "Intellectual Property");

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of July 14, 2004, as amended as of the date hereof (the "Purchase Agreement"), by and among the Marcus Entities, including Assignor, and La Quinta Corporation ("La Quinta"), an affiliate of Assignee, the Marcus Entities have agreed to sell, assign, transfer, convey, and deliver all of their rights, title and interest in and to the Purchased Assets to La Quinta or its designated affiliates, and La Quinta has agreed to purchase and acquire such Purchased Assets from the Marcus Entities, either directly or through designated affiliates, including Assignee;

WHEREAS, the Purchased Assets include any and all Marcus Trade Rights of Assignor, including, without limitation, the Intellectual Property, all as and to the extent described and provided in the Purchase Agreement;

WHEREAS, pursuant to Section 17.2(a) of the Purchase Agreement, La Quinta has assigned its rights and interests with respect to the Woodfield Trade Rights (as defined below) to Assignee and provided the Marcus Entities with the written notice required by such Section; and

WHEREAS, Assignee wishes to acquire the Marcus Trade Rights used in the operation of the Woodfield Business, including, without limitation, the Intellectual Property, together with the goodwill of the Woodfield Business (collectively, the "Woodfield Trade Rights").

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are acknowledged, the parties agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined in this Agreement have the meanings assigned to such terms in the Purchase Agreement.
2. Assignment. Assignor hereby agrees to and does sell, assign and transfer to Assignee the entire right, title and interest of Assignor in and to the Woodfield Trade Rights, as well as all rights of enforcement and recovery for past infringement.
3. Terms of the Purchase Agreement. The Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided in the Purchase Agreement. In the event of any conflict or

inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Further Actions. Each party covenants and agrees, at its own expense, to execute and deliver, at the request of the other party, such further instruments of transfer and assignment and to take such other actions as the requesting party may reasonably request to more effectively consummate the assignments contemplated by this Agreement as and to the extent required by the Purchase Agreement.

5. Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon, or give to, any person other than the parties and their respective parents, affiliates, successors and permitted assigns under the Purchase Agreement any remedy or claim under or by reason of this Agreement or any agreements, terms, covenants or conditions hereof, and all the agreements, terms, covenants and conditions contained in this Agreement shall be for the sole and exclusive benefit of the parties and their respective parents, affiliates, successors and permitted assigns under the Purchase Agreement.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, duly authorized officers of Assignor and Assignee have executed this Agreement as of the date first above written.

ASSIGNEE:

WOODFIELD LICENSING CORPORATION

By: David L. Rea
Name: David L. Rea
Title: Executive Vice President and Chief
Financial Officer

ASSIGNOR:



WOODFIELD SUITES, INC.

By: Steven S. Bartelt
Name: Steven S. Bartelt
Title: Vice President

Signature Page Trade Rights Assignment - Woodfield

SCHEDULE A

REGISTERED UNITED STATES SERVICE MARKS

MARK	IMAGE	GOODS/ SERVICES	DISCLAIMER	REG.	REG.NO.	REG. DATE
WOODFIELD SUITES	[typed word]	hotel/motel services	No claim is made to the exclusive right to use "suites" apart from the mark as shown.	Principal	1917032	9/5/95
WOODFIELD SUITES		hotel/motel services	No claim is made to the exclusive right to use "suites" apart from the mark as shown.	Principal	1893405	5/9/95
		Hotel/motel services	Woodfield	Principal	78364668	Approved for publication for opposition August 18, 2004
DREAMS GUARANTEED	[typed words]	Motel services	Woodfield	Principal	1961112	3/5/96
FAR FROM ORDINARY	[typed words]	Motel and hotel services	Woodfield	Principal	2740167	7/22/03