

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CTF HOTEL HOLDINGS, INC.		06/23/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MARRIOTT INTERNATIONAL, INC.		
Street Address:	10400 Fernwood Road		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20817		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1157610	PINE ISLE	
Registration Number:	1481150	BREAKATIONS	
Registration Number:	1742538	THE GREAT STREET	
CORRESPONDENCE DATA			
Fax Number:	(202)344-8300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(202) 344-4000		
Email:	mbharrison@venable.com		
Correspondent Name:	MARK HARRISON		
Address Line 1:	P.O. Box 34385		
Address Line 4:	WASHINGTON, DISTRICT OF COLUMBIA 20043		
NAME OF SUBMITTER:	MARK HARRISON		
Signature:	/MARK HARRISON/		
Date:	07/28/2005		

CH \$90.00 1157610

Total Attachments: 3

source=CTF HOTEL Assignment#page1.tif

source=CTF HOTEL Assignment#page2.tif

source=CTF HOTEL Assignment#page3.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made by **CTF HOTEL HOLDINGS, INC.**, a Delaware corporation with offices located at 1615 M Street NW, Suite 700, Washington, DC 20036 (the "Assignor"), to **MARRIOTT INTERNATIONAL, INC.**, a Delaware corporation with offices located at 10400 Fernwood Road, Bethesda, Maryland 20817 (the "Assignee").

WHEREAS, the Assignor owns all right, title and interest in and to those certain trademarks identified in Exhibit A herein (the "Trademarks") which are registered with the United States Patent and Trademark Office; and

WHEREAS, in accordance with the terms and conditions of that certain Purchase and Sale Agreement, dated April 27, 2005 by and among the CTF Holdings, LTD. and certain of its subsidiaries, as seller, and Marriott International, Inc., as buyer, the Assignee desires to acquire all right, title and interest in and to the Trademarks and the goodwill of the business symbolized thereby.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Assignor agrees as follows:

1. The Assignor hereby does irrevocably sell, assign, transfer and convey as of June 23, 2005, to the Assignee, its successors and assigns, all right, title and interest in and to the Trademarks and the goodwill of the business symbolized thereby, the same to be held and enjoyed by the Assignee, its successors and assigns, as fully and entirely as the same could have been held and enjoyed by the Assignor had this Assignment not been made.
2. The Assignor further assigns to the Assignee all right to sue and receive all damages accruing from the past infringements of the Trademarks herein assigned.
3. The Assignor represents and warrants that, as of the date of execution of this Assignment: (i) the Trademarks and the goodwill of the business symbolized thereby are free and clear of any encumbrance; (ii) it has full right to convey the Trademarks and the goodwill of the business symbolized thereby; and (iii) to the best of the Assignor's knowledge, the Trademarks do not infringe the intellectual property rights of any third party.
4. The Assignor, without further consideration, shall take such actions, including without limitation the execution, acknowledgment and delivery of documents, as may reasonably be requested by the Assignee to further effect the transactions contemplated herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed by its duly authorized officer this 23rd day of June, 2005.

ATTEST

CTF HOTEL HOLDINGS, INC.

[Signature]

By: [Signature]
Name: Patrick Gaffney
Title: Vice President

STATE OF New York)
CITY/COUNTY OF New York)

I HEREBY CERTIFY that on June 16, 2005, before me, a Notary Public of the State of New York, personally appeared PATRICK GAFFNEY, who acknowledged himself to be the VICE - PRESIDENT of CTF Hotel Holdings, Inc. (the "Company") and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Company by himself as such officer.

WITNESS my hand and Notarial Seal.

[Signature]
Notary Public
My Commission Expires: MARCH 6, 2007

ANGEL ARIAS
Notary Public, State of New York
No. 01AR5040048
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 6, 2007

EXHIBIT A

Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
Pine Isle	US	1,157,610	June 9, 1981
Breakations	US	1,481,150	March 15, 1998
The Great Street	US	1,742,538	December 22, 1992

BA3/304813v2