

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Starwood Hotels & Resorts Worldwide, Inc.		03/01/2006	CORPORATION: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Preferred Guest, Inc.		
<b>Street Address:</b>	1111 Westchester Avenue		
<b>City:</b>	White Plains		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10604		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2384706	PREFERRED GUEST	
Serial Number:	78672685	SPG	
Serial Number:	78672697	SPG	
Serial Number:	78679219	SPGTV	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)813-5901		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-813-5900		
<b>Email:</b>	dsullivan@frosszelnick.com		
<b>Correspondent Name:</b>	David Ehrlich		
<b>Address Line 1:</b>	Fross Zelnick Lehrman & Zissu, P.C.		
<b>Address Line 2:</b>	866 United Nations Plaza		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	PGI - 0605280		

CH \$115.00 2384706

NAME OF SUBMITTER:	David Ehrlich
Signature:	/david ehrlich/
Date:	07/12/2006
<b>Total Attachments: 3</b> source=060712-0605280-PGI-assignment docs#page1.tif source=060712-0605280-PGI-assignment docs#page2.tif source=060712-0605280-PGI-assignment docs#page3.tif	

## CONTRIBUTION AGREEMENT

CONTRIBUTION AGREEMENT, dated as of March 1, 2006 (this "Agreement"), between Starwood Hotels & Resorts Worldwide, Inc., a Maryland corporation ("Contributor"), and Preferred Guest, Inc., a Delaware corporation ("Contributee").

### PRELIMINARY STATEMENTS

A. Contributor owns or otherwise holds interests in (i) all "Starwood Preferred Guest," "Preferred Guest" and "SPG" trade names, trademarks, service marks, slogans, logos, designs and trade dress (the "Trademarks") and all goodwill of Contributor's business related to such Trademarks, (ii) contracts, agreements, documents, instruments or understandings, together with any miscellaneous papers, documents, letter agreements, or other instruments relating or incidental thereto, relating to the Trademarks or to the Starwood Preferred Guest, Preferred Guest and SPG businesses of Contributor (such businesses collectively referred to herein as the "Business" and such contracts, agreements, documents, instruments, understandings and related instruments collectively referred to herein as "Contracts"), (iii) databases containing customer information relating to the Business, and (iv) other intangibles relating to the Business (such assets described in this sentence collectively referred to herein as the "Assets").

B. Contributor owns or otherwise holds interests in a technology solution related to Contributor's reservation system that is utilized in the Business (together with all intellectual property rights and other interests therein, the "Technology Solution").

C. Contributor desires to contribute to Contributee, and Contributee desires to accept from Contributor, legal ownership of the Assets.

D. Contributor is not contributing any interests whatsoever of Contributor in the Technology Solution.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, Contributor and Contributee agree as follows:

1. Contribution of Assets. Contributor hereby contributes, transfers, assigns, conveys and delivers to Contributee, and Contributee hereby accepts, legal and beneficial ownership of the Assets, other than the Technology Solution. Contributor may continue to act as agent for Contributee with respect to the contributed Contracts pursuant to the Agency Agreement, dated February 28, 2006, between Contributor and Contributee.

2. Assumption of Liabilities. Contributee hereby assumes, and agrees to pay, perform and discharge any and all of the obligations, commitments and liabilities of every kind and description of Contributor relating to the Assets and the Business, in each case other than the Technology Solution (the "Assumed Liabilities"), in accordance with their respective terms and subject to the respective conditions thereof.

3. Non-Assignment.

(a) In the event and to the extent that Contributor is unable to obtain any consent, approval, amendment, filing or application required to contribute, transfer,

assign, convey or deliver any Contracts or other right that would otherwise be transferred to Contributor as contemplated by this Agreement or any other agreement or document contemplated hereby, (i) Contributor shall continue to hold and, to the extent required by the terms applicable to such Contracts, to be bound thereby, and (ii) unless not permitted by the terms thereof or by law, Contributor shall pay, perform and discharge fully, promptly when due, all the obligations of Contributor thereunder from and after the date hereof, and Contributor shall indemnify, defend and hold harmless Contributor for all losses arising out of such performance by Contributor. Contributor shall, without further consideration therefor, pay and remit to Contributor promptly all monies, rights and other consideration received in respect of such performance.

(b) Contributor shall exercise or exploit its rights and options under all such Contracts referred to in this Section 3 only as reasonably directed by Contributor and at Contributor's expense. If and when any such consent shall be obtained or such Contract or other right shall otherwise become assignable or able to be novated, Contributor shall promptly assign and novate (to the extent permissible) all its rights and obligations thereunder to Contributor without payment of further consideration, and Contributor shall, without the payment of any further consideration therefor, assume such rights and obligations.

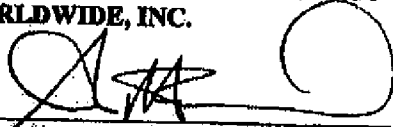
4. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of Contributor and shall inure to the benefit of the successors and assigns of Contributor and their respective successors and assigns.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of New York.


[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties hereto as of the date first written above.

**STARWOOD HOTELS & RESORTS  
WORLDWIDE, INC.**

By:   
Name: Alan M. Schnaid  
Title: Senior Vice President, Corporate Controller  
& Principal Accounting Officer

**PREFERRED GUEST, INC.**

By:   
Name: Peter Morrow  
Title: Vice President & Assistant Treasurer

*[SPG Contribution Agreement]*