

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wyndham Jade, LLC		06/29/2006	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Harbinger Mezzanine Partners, L.P., as Collateral Agent		
Street Address:	One Riverchase Parkway South		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35244		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3073114	ONE SYSTEM +	
Registration Number:	2199404	WYNDHAM ON-LINE	
Registration Number:	1469422	DMC SERVICES	
CORRESPONDENCE DATA			
Fax Number:	(919)416-8339		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	919 286-8049		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	030702.9 NTWYNDHAMJES		
NAME OF SUBMITTER:	John E. Slaughter		

OP \$90.00 3073114

Signature:

/John E. Slaughter/

Date:

08/24/2006

Total Attachments: 3

source=ngsi-t Wyndham Jade#page1.tif

source=ngsi-t Wyndham Jade#page2.tif

source=ngsi-t Wyndham Jade#page3.tif

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office


Ladies and Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of June 29, 2006 (as the same may be amended, modified, extended or restated from time to time; the "Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors"), Harbinger Mezzanine Partners, L.P., a Delaware limited partnership, as collateral agent (the "Collateral Agent") for the holders of the Secured Obligations referenced therein and Bank of Texas, N.A., as control agent for the holders of the Secured Obligations referenced therein, the undersigned Obligor has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications shown on Schedule 1 hereto to the Collateral Agent for the ratable benefit of the holders of the Secured Obligations.

The Obligors and the Collateral Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the trademarks and trademark applications shown on Schedule 1 hereto (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

WYNDHAM JADE, LLC,
a Delaware limited partnership

By: 
Name: L. SUE TRIZILA
Title: PRESIDENT & CEO

Acknowledged and Accepted:

HARBINGER MEZZANINE PARTNERS, L.P., as Collateral Agent

By: _____
Name: Robert A. Bourquin
Title: Director of Investments

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of June __, 2006 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors"), Harbinger Mezzanine Partners, L.P., a Delaware limited partnership, as collateral agent (the "Collateral Agent") for the holders of the Secured Obligations referenced therein and Bank of Texas, N.A., as control agent for the holders of the Secured Obligations referenced therein, the undersigned Obligor has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications shown on Schedule I hereto to the Collateral Agent for the ratable benefit of the holders of the Secured Obligations.

The Obligors and the Collateral Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the trademarks and trademark applications shown on Schedule I hereto (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

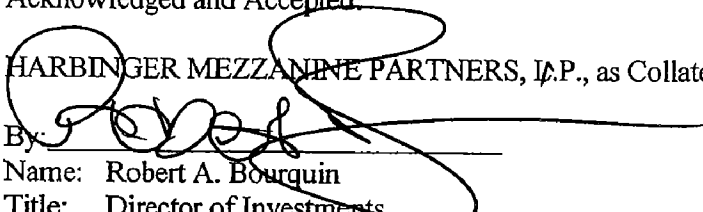
Very truly yours,

WYNDHAM JADE, LLC,
a Delaware limited partnership

By: _____
Name:
Title:

Acknowledged and Accepted:

HARBINGER MEZZANINE PARTNERS, L.P., as Collateral Agent

By: 
Name: Robert A. Bourquin
Title: Director of Investments

CHAR\1892853v1

TRADEMARK
REEL: 003376 FRAME: 0619

Schedule 1

**Wyndham Jade, LLC
(Delaware LLC)**

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
ONE SYSTEM +	3073114	03/28/06
WYNDHAM ON-LINE	2199404	10/27/98
DMC SERVICES	1469422	12/15/87