

## 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
FCC, LLC		10/20/2006	LIMITED LIABILITY COMPANY: FLORIDA
Hartz & Company, Inc.		10/20/2006	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	The Plymouth Company		
Street Address:	745 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10151		
Entity Type:	CORPORATION: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1383486	HILTON	
CORRESPONDENCE DATA			
Fax Number:	(410)951-6041		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	410-332-8521		
Email:	asz@nqgrg.com		
Correspondent Name:	David Snyder, Esq.		
Address Line 1:	Neuberger, Quinn, Gielen, Rubin & Gibber		
Address Line 2:	One South Street, 27th Floor		
Address Line 4:	Baltimore, MARYLAND 21202-3282		
NAME OF SUBMITTER:	David L. Snyder		
Signature:	/David L. Snyder/		
Date:	11/27/2006		

TRADEMARK

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OP \$40.00 1383486

**Total Attachments: 7**

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## ASSIGNMENT OF TRADEMARK

**THIS ASSIGNMENT OF TRADEMARK** (this "**Assignment**"), is made as of the 20th day of October, 2006, by and among **FCC, LLC**, a Florida limited liability company with an address located at 1177 Avenue of the Americas, New York, New York 10036 (the "**Assignor**"), **THE PLYMOUTH COMPANY**, a Tennessee corporation, with an address located at 745 Fifth Avenue, New York, New York 10151 (the "**Assignee**"), and **HARTZ & COMPANY, INC.**, a Maryland corporation, with an address located at 131 Hughes Ford Road, Frederick, Maryland 21701 ("**Hartz**").

### EXPLANATORY STATEMENT

**WHEREAS**, Hartz owns the federally registered trademark listed on Exhibit A attached hereto and the goodwill associated with the business of the trademark (the trademark and goodwill collectively hereinafter referred to as the "**Mark**"); and

**WHEREAS**, Assignor holds a security interest in the Mark; and

**WHEREAS**, Assignor, Assignee, and Hartz have agreed to Assignor's sale of the Mark to Assignee pursuant to the terms and provisions of an Asset Purchase Agreement dated October 20, 2006 (the "**Purchase Agreement**"); and

**WHEREAS**, the Assignor desires by this Assignment to assign the Mark to the Assignee and the Assignee desires to accept and assume the same, subject to the terms and conditions contained in this Assignment; and

**WHEREAS**, pursuant to the Purchase Agreement, Hartz has consented to the sale of the Mark, including the goodwill associated with the business of the Mark.

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

Section 1. Mark. The registered Mark being sold and assigned hereunder is set forth on Exhibit A, attached hereto and incorporated herewith.

Section 2. Assignment and Assumption. The Assignor hereby assigns to the Assignee and the Assignee accepts and assumes from the Assignor: (a) the Mark including the goodwill associated with the business of the Mark; and (b) any and all right, title, and interest which the Assignor has in the Mark so contributed and assigned as well as the goodwill associated with the business of the Mark. Hartz hereby confirms and agrees that it has relinquished all of its right, title and interest in and to the business of the Mark including the goodwill associated with the business of the Mark and consents to Assignor's sale, transfer and assignment of the Mark and the goodwill of the business associated with the Mark to Assignee. Assignor is the holder of a security interest in the Mark and the goodwill associated with the business of the Mark and all right, title and interest in the Mark including the goodwill of the business associated with the Mark is being assigned by Assignor to Assignee pursuant to the first sentence of this Section 2 and Hartz consents thereto.

Section 3.     Representations.

3.1.     By Assignor. To induce the Assignee to accept delivery of this Assignment, the Assignor hereby represents and warrants that, on the date hereof and at the time of such delivery the Assignor has sold and assigned all of its right, title and interest to the Mark including the goodwill of the business associated with the Mark to the Assignee and the Assignor has not sold, transferred or encumbered all or any portion of the Mark including the goodwill associated with the business of the Mark to any other party.

3.2.     By Hartz. Hartz represents and warrants that it is the record owner of the Mark described on Exhibit A and that it has not sold or transferred the Mark or licensed any interest in the Mark to any third party.

3.3.     By Each Party. Each party represents and warrants to the other that it has been duly authorized to execute and deliver this Assignment, and to perform its obligations under this Assignment.

Section 4.     General.

4.1.     Complete Understanding. This Assignment and the Asset Purchase Agreement represent the complete understanding between the parties as to the subject matter hereof, and supersedes all prior negotiations, representations, warranties, promises, statements or agreements, either written or oral, between the parties hereto as to the same.

4.2.     Applicable Law. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed hereby shall be governed by the laws of the State of Maryland.

4.3.     Assignment. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns hereunder.

4.4.     Further Assurances. The parties hereto agree that they will cooperate with each other and will execute and deliver, or cause to be delivered, all such other instruments, and will take all such other actions, as either party hereto may reasonably request from time to time in order to effectuate the provisions hereof.


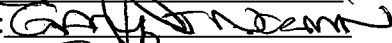

4.5.     Recordation with Patent and Trademark Office ("PTO"). By executing this Assignment, the parties hereby designate David L. Snyder, Esq. of Neuberger, Quinn, Gielen, Rubin & Gibber, P.A. to have all rights, power, and authorization to record this Assignment and all other instruments and documents that may be required to be recorded with the PTO in order to effectuate the foregoing assignment of the ownership interests in and to the Mark including the goodwill associated with the business of the Mark.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, each party hereto has executed this Assignment of Trademark or caused it to be executed on its behalf by its duly authorized representatives, as of the day and year first above written.

**ASSIGNOR:**

FCC, LLC

By:  (SEAL)  
Name:   
Title: 

**ASSIGNEE:**

THE PLYMOUTH COMPANY

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HARTZ:**

HARTZ & COMPANY, INC.

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each party hereto has executed this Assignment of Trademark or caused it to be executed on its behalf by its duly authorized representatives, as of the day and year first above written.

**ASSIGNOR:**

FCC, LLC

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

THE PLYMOUTH COMPANY

By: James P. Williams (SEAL)  
Name: JAMES P. WILLIAMS  
Title: CEO

**HARTZ:**

HARTZ & COMPANY, INC.

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each party hereto has executed this Assignment of Trademark or caused it to be executed on its behalf by its duly authorized representatives, as of the day and year first above written.

**ASSIGNOR:**

FCC, LLC

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**ASSIGNEE:**

THE PLYMOUTH COMPANY

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HARTZ:**


HARTZ & COMPANY, INC.

By:  \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF ~~MARYLAND~~ <sup>NEW YORK</sup> )  
CITY/COUNTY OF ~~NEW YORK~~ <sup>NEW YORK</sup> ) TO WIT:

I HEREBY CERTIFY that on the 24<sup>th</sup> day of October, 2006, before me, the subscriber, a Notary Public in and for the City/County and State aforesaid, personally appeared Greg J. Norman, of Assignor who signed this Assignment of Trademark on behalf of Assignor.

IN WITNESS WHEREOF I have hereunto set my hand and Notarial Seal.

  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: 11/22/08

ARTHUR STRACHMAN  
NOTARY PUBLIC, State of New York  
No. 01ST6118985  
Qualified in Nassau County  
Commission Expires Nov. 22, 2008



**Exhibit A**

**Trademark**

1. Hilton (Patent & Trademark Office Registration Number 1383486).