

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Westin License Company		01/12/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Westin Hotel Management , L.P.
<b>Composed Of:</b>	COMPOSED OF STARWOOD HOTELS & RESORTS WORLDWIDE, INC., ITS GENERAL PARTNER
<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>	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	2041828	THE COMPASS ROSE
Registration Number:	1517572	WESTIN PREMIER
Registration Number:	1570334	PREMIER
Registration Number:	1423438	ST.FRANCIS
Registration Number:	1430634	THE WESTIN WILLIAM PENN

**CORRESPONDENCE DATA**

Fax Number: (914)640-2650  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 914 640 3681  
 Email: jennilyn.estacio@starwoodhotels.com  
 Correspondent Name: Jennilyn M. Estacio  
 Address Line 1: 1111 Westchester Avenue  
 Address Line 4: White Plains, NEW YORK 10604

CH \$140.00 2041828

ATTORNEY DOCKET NUMBER:	PROJECT KRAMER
NAME OF SUBMITTER:	Jennilyn M. Estacio
Signature:	/JENNILYN M. ESTACIO/
Date:	03/21/2007

**Total Attachments: 15**

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**PURCHASE AND SALE AGREEMENT**

**PURCHASE AND SALE AGREEMENT** (this "Agreement"), dated as of January 12, 2006, is made by and between Westin License Company, a Delaware corporation ("Seller"), and Westin Hotel Management, L.P., a Delaware limited partnership ("Purchaser").

**RECITALS**

**WHEREAS**, Seller owns certain intellectual property relating to the "Westin" trade names, trademarks and service marks and certain other assets; and

**WHEREAS**, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, on a going concern basis, all of the assets, properties and business of Seller, all on the terms and subject to the conditions set forth herein;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**ARTICLE I**  
**PURCHASE AND SALE**

**1.1. Purchased Assets.** Upon the terms and subject to the conditions of this Agreement, at the Closings (as defined in Section 3.1 below), Seller shall sell, transfer, assign, convey and deliver to Purchaser, and Purchaser shall purchase from Seller, any and all of the assets and properties that are owned, leased, licensed or held by Seller (or to which Seller has any other rights or entitlements, or in which Seller has any other interest) of every kind and description, wherever located, real, personal or mixed, tangible or intangible, as the same shall exist immediately prior to the applicable Closing (herein collectively called the "Purchased Assets"), including without limitation, all right, title and interest, worldwide in perpetuity, with all extensions and renewals, of Seller in, to and under:

(a) all contracts, agreements, documents, instruments or understandings, together with any miscellaneous papers, documents, letter agreements, or other instruments relating or incidental thereto or to the management, franchising or operation of hotels using the "Westin" trade names, trademarks and service marks;

(b) all trade names, trademarks, service marks, slogans, logos, designs, trade dress, and other intellectual property (collectively, "Trademarks"), and all goodwill of Seller's business associated with such Trademarks;

(c) all trade secrets and other proprietary or confidential information of Seller;

(d) all licenses (including liquor licenses), permits, consents, authorizations, approvals, registrations and certificates issued by any Governmental Authority (as defined in Section 5.1(a) below) which are held by Seller with respect to the management, franchising or operation of hotels using the "Westin" trade names, trademarks and service marks, or otherwise, including, without limitation, the construction, use, operation or occupancy of hotels, together with any deposits made by Seller under such licenses (including liquor licenses), permits, consents, authorizations, approvals, registrations and certificates;

(e) all items of tangible personal property of Seller;

- (f) all "key money" and other cash of Seller;
- (g) all notes receivable and accounts receivable (collectively, the "Receivables") owned or held by Seller;
- (h) all of Seller's rights, claims or causes of action against third parties relating to the assets, properties, business or operations of Seller arising out of transactions occurring prior to the Closing; and
- (i) all of Seller's rights, title and interests in and to stock, shares, beneficial interests, limited liability company interests, membership interests, partnership interests and other equity and other ownership interests in any Person;

**1.2. Assumed Liabilities.** Upon the terms and subject to the conditions of this Agreement, at the First Closing (as defined in Section 3.1(a) below), Purchaser shall assume, and agrees to pay, perform and discharge any and all of the obligations, commitments and liabilities of every kind and description of Seller (the "Assumed Liabilities") in accordance with their respective terms and subject to the respective conditions thereof.

## **ARTICLE II** **PURCHASE PRICE**

### **2.1. Purchase Price.**

(a) The purchase price for the Initial Purchased Assets (as defined in Section 5.1(b) below) (the "Initial Purchased Assets Purchase Price") shall be \$2,579,000.

(b) The amount of the Receivables and the purchase price therefor (the "Receivables Purchase Price") shall be an amount to be reasonably agreed upon by Purchaser and Seller prior to the Second Closing (as defined in Section 3.1(b) below). (For purposes of this Agreement, the Receivables Purchase Price, together with the Initial Purchased Assets Purchase Price, shall be referred to as the "Purchase Price".)

**2.2. Allocation of Purchase Price.** Subsequent to the Second Closing, Purchaser shall deliver to Seller a schedule allocating the Purchase Price (including, for purposes of this Section 2.2, applicable Assumed Liabilities) among the Purchased Assets.

## **ARTICLE III** **CLOSINGS**

### **3.1. Closings.**

(a) The closing of the purchase and sale of the Initial Purchased Assets (the "First Closing") shall take place at 1111 Westchester Avenue, White Plains, NY 10064 at 5:00 P.M., local time, on the date of this Agreement.

(b) The closing of the purchase and sale of the Receivables (the "Second Closing") shall take place at 1111 Westchester Avenue, White Plains, NY 10064 at a date and time to be reasonably agreed upon by Purchaser and Seller. (For purposes of this Agreement, each of the First Closing and the Second Closing individually shall be referred to as a "Closing", and, collectively, shall be referred to as the "Closings".)

**3.2. Payment of Purchase Price.**

(a) At the First Closing, Purchaser shall transfer to Seller the Initial Purchased Assets Purchase Price.

(b) At the Second Closing, Purchaser shall transfer to Seller the Receivables Purchase Price.

**3.3. Other Closing Deliveries.**

(a) At the First Closing, Seller and Purchaser shall deliver the Bill of Sale, Assignment and Assumption Agreement, substantially in the form of Exhibit A hereto, duly executed by each of Seller and Purchaser.

(b) At the Second Closing:

(i) Seller and Purchaser shall deliver the Bill of Sale and Assignment Agreement, substantially in the form of Exhibit B hereto, duly executed by each of Seller and Purchaser.

(ii) Seller shall deliver to Purchaser a duly executed receipt for the Receivables Purchase Price.

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES**

**4.1. Representations and Warranties of Seller.** As an inducement to Purchaser to enter into this Agreement and to consummate the transactions contemplated hereby, Seller hereby represents and warrants to Purchaser and agrees as follows:

(a) Organization of Seller. Seller is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and has full legal power and authority to own or lease and to operate and use its properties and assets and to carry on its business as now conducted.

(b) Authorization. The execution, delivery and performance by Seller of this Agreement and the consummation of the transactions contemplated hereby are within the legal powers of Seller. This Agreement has been duly executed and delivered by Seller and (assuming the valid authorization, execution and delivery of this Agreement by Purchaser) constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms, subject to (i) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the enforcement of creditors' rights generally and (ii) general equitable principles.

(c) No Conflicts. The execution and delivery of this Agreement and all other documents and instruments required pursuant to this Agreement to be executed and delivered by Seller, and the consummation of the transactions contemplated hereby, do not conflict with, or result in a breach of, or constitute a default under, any agreement or instrument to which Seller is a party or by which Seller is bound, nor does such action violate any statute, law, rule or regulation applicable to Seller or any order, writ, injunction or decree of any Governmental Authority binding on Seller.

**4.2. Representations and Warranties of Purchaser.** As an inducement to Seller to enter into this Agreement and to consummate the transactions contemplated hereby, Purchaser hereby represents and warrants to Seller and agrees as follows:

(a) **Corporate Existence and Power.** Purchaser is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to own or lease and to operate and use its properties and assets and to carry on its business as now conducted.

(b) **Authorization.** The execution, delivery and performance by Purchaser of this Agreement and the consummation of the transactions contemplated hereby are within the legal powers of Purchaser. This Agreement has been duly executed and delivered by Purchaser and (assuming the valid authorization, execution and delivery of this Agreement by Seller) constitutes the legal, valid and binding obligation of Purchaser enforceable against Purchaser in accordance with its terms, subject to (i) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the enforcement of creditors' rights generally and (ii) general equitable principles.

(c) **No Conflicts.** The execution and delivery of this Agreement and all other documents and instruments required pursuant to this Agreement to be executed and delivered by Purchaser, and the consummation of the transactions contemplated hereby, do not conflict with, or result in a breach of, or constitute a default under, any agreement or instrument to which Purchaser is a party or by which Purchaser is bound, nor does such action violate any statute, law, rule or regulation applicable to Purchaser or any order, writ, injunction or decree of any Governmental Authority binding on Purchaser.

(d) **Brokers.** Neither Purchaser nor any person acting on its behalf has any agreement with any banker, broker, finder or similar agent with respect to the transactions contemplated by this Agreement.

## **ARTICLE V MISCELLANEOUS**

**5.1. Definitions.** As used in this Agreement, the following terms shall have the following meanings:

(a) "**Governmental Authority**" means any regional, national, federal, state, provincial, or local government or other political subdivision thereof, or any governmental, regulatory or administrative authority, instrumentality, agency, body or commission or self-regulatory organization or any court, tribunal or judicial or arbitral body, including, without limitation, any Person exercising executive, legislative, judicial, regulatory or administrative governmental powers or functions, in each case to the extent the same has jurisdiction over the Person or property in question.

(b) "**Initial Purchased Assets**" means the Purchased Assets other than the Receivables.

(c) "**Person**" means any natural person, corporation, general or limited partnership, limited liability company, association, joint venture, trust, estate, or other legal entity, in each case whether in its own or a representative capacity.

**5.2. Survival of Representations and Warranties.** The representations and warranties of the parties contained in Article IV of this Agreement shall not survive the Second Closing.

5.3. **Binding Effect; Assignability.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. No party may assign this Agreement without the prior written consent of the other parties hereto.

5.4. **Entire Agreement; Amendments.** This Agreement, together with the documents delivered pursuant hereto, contain the entire understanding of the parties hereto with regard to the subject matter contained herein or therein, and supersede all prior agreements, understandings or letters of intent between or among any of the parties thereto. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the parties hereto.

5.5. **Execution in Counterparts; Effectiveness.** This Agreement may be executed in two or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be as effective as delivery of a manually executed counterpart of this Agreement.

5.6. **Notices.** All notices or other communications required or permitted hereunder shall be in writing and shall be deemed given or delivered when delivered personally or when sent by registered or certified mail or by overnight courier service addressed as follows:

If to Seller to:  
Westin License Company  
c/o Starwood Hotel & Resorts Worldwide, Inc.  
1111 Westchester Avenue  
White Plains, NY 10604-3500  
Attn: General Counsel  
Senior Vice President – Global Tax

If to Purchaser, to:  
Westin Hotel Management, L.P.  
c/o Starwood Hotel & Resorts Worldwide, Inc.  
1111 Westchester Avenue  
White Plains, NY 10604-3500  
Attn: General Counsel  
Senior Vice President – Global Tax

5.7. **Expenses.** All costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such cost and expense.

5.8. **Further Assurances.** At the Closings, Seller shall deliver to Purchaser such other bills of sale, deeds, endorsements, assignments and other good and sufficient instruments of conveyance and transfer as Purchaser may reasonably request or as otherwise may be reasonably necessary to vest in Purchaser all of the right, title and interest of Seller in, to or under any or all of the Purchased Assets or Assumed Liabilities, and Purchaser shall deliver to Seller such other instruments of assumption as Seller may reasonably request. From time to time following the First Closing, Seller and its successors and assigns shall do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, to Purchaser and its successors and assigns all such further acts, deeds, assignments, transfers, conveyances and assurances that may be reasonably requested by Purchaser and its successors and assigns or as may be otherwise necessary to more effectively convey and transfer to, and vest in, Purchaser and its successors or assigns any part of the Purchased Assets or Assumed

Liabilities, and Purchaser and its successors and assigns shall do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, to Seller and its successors and assigns such other instruments of assumption as Seller and its successors and assigns may reasonably request.

**5.9. Contractual Obligations.** Without limiting the generality of Article I, Purchaser covenants to Seller that it shall perform all obligations under any contracts, agreements, documents, instruments or understandings it has acquired or assumed pursuant to Article I of this Agreement in accordance with the respective terms and conditions of such contracts, agreements, documents, instruments or understandings.

**5.10. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions.

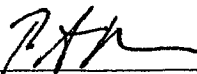
**5.11. Interpretation.** The titles to articles and headings of sections contained herein are included for convenience of reference only and shall be disregarded in the construction or interpretation of this Agreement.

\* \* \* \* \*



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date set forth above.

**WESTIN LICENSE CO.**

By:   
Name: Peter Morrow  
Its: Assistant Treasurer

**WESTIN HOTEL MANAGEMENT, L.P.**

By: Starwood Hotels & Resorts Worldwide, Inc.,  
its general partner

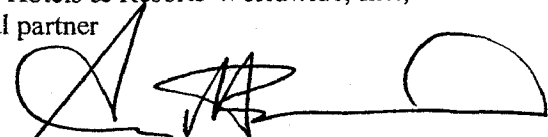
By: \_\_\_\_\_  
Name: Alan Schnaid  
Its: Senior Vice President and Corporate Controller

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date set forth above.

**WESTIN LICENSE CO.**

By: \_\_\_\_\_  
Name: Peter Morrow  
Its: Assistant Treasurer

**WESTIN HOTEL MANAGEMENT, L.P.**

By: Starwood Hotels & Resorts Worldwide, Inc.,  
its general partner  
By:   
Name: Alan Schnaid  
Its: Senior Vice President and Corporate Controller

## PURCHASE AND SALE MODIFICATION AGREEMENT

**THIS PURCHASE AND SALE MODIFICATION AGREEMENT** (the "Agreement") is made on April 6, 2006 (the "Effective Date"), by and between Westin License Company, a Delaware corporation ("Seller") and Westin Hotel Management, L.P., a Delaware limited partnership ("Purchaser").

### WITNESSETH:

**WHEREAS**, Purchaser and Seller are parties to that certain Purchase and Sale Agreement (the "Purchase and Sale Agreement"), dated January 12, 2006, pursuant to which Seller agreed to sell to Purchaser, and Purchaser agreed to purchase from Seller, on a going concern basis, all of the assets, properties and business of Seller;

**WHEREAS**, the First Closing, pursuant to which Purchaser purchased from Seller all of the assets, properties and business of Seller other than certain Receivables, occurred on January 12, 2006;

**WHEREAS**, the Purchase and Sale Agreement provided that the Receivables would be purchased by Purchaser pursuant to a Second Closing, at a date and time to be reasonably agreed upon by Purchaser and Seller;

**WHEREAS**, on February 22, 2006, Starwood Hotels & Resorts Worldwide, Inc., a Maryland corporation, made a payment to Seller which satisfied in full the Receivables (such payment, the "Payment and Satisfaction");

**WHEREAS**, as a result of the Payment and Satisfaction, Purchaser and Seller have agreed that no Receivables are held by Seller as of the date hereof, and that accordingly, it is not necessary to have a Second Closing as was originally contemplated under the Purchase and Sale Agreement; and

**WHEREAS**, for the avoidance of doubt, Purchaser and Seller desire to formally document each of their respective waivers of the Second Closing pursuant to the Purchase and Sale Agreement and any and all deliveries and obligations associated therewith.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **Satisfaction of Conditions and Obligations.** Purchaser and Seller hereby agree to waive the conditions and obligations pursuant to Sections 2.1(b), 3.1(b), 3.2(b) and 3.3(b) of the Purchase and Sale Agreement, and neither Purchaser nor Seller shall have any further obligation pursuant to such Sections, provided that, all other terms, covenants, conditions and obligations of Purchaser and Seller pursuant to the Purchase and Sale Agreement shall remain unmodified and in full force and effect.

2. **Binding Nature.** The terms, covenants, conditions and obligations of this Agreement shall inure to the benefit of and be binding upon Purchaser and Seller and their respective successors and assigns.


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

4. Definitions. Defined terms used and not otherwise defined herein shall have the meanings assigned to them in the Purchase and Sale Agreement.

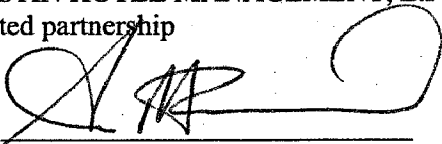
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

WESTIN LICENSE COMPANY, a Delaware corporation

By:   
Name: Peter Morrow  
Its: Vice President and Assistant Treasurer

WESTIN HOTEL MANAGEMENT, L.P., a Delaware limited partnership

By:   
Name: Alan M. Schnaid  
Its: Vice President and Assistant Treasurer

*[Signature Page to Purchase and Sale Modification Agreement - Westin License Company]*

## BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale, Assignment and Assumption Agreement (the "Bill of Sale, Assignment and Assumption"), dated as of January 12, 2006, is made by and between Westin License Company, a Delaware corporation ("Assignor"), and Westin Hotel Management, L.P., a Delaware limited partnership ("Assignee"). Capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed thereto in the Purchase and Sale Agreement, dated as of January 12, 2006 (the "Agreement"), between Assignor and Assignee.

### RECITALS

**WHEREAS**, pursuant to the Agreement, Assignor desires to assign, transfer, convey and deliver, on a going concern basis, and Assignee desires to accept and assume, the Initial Purchased Assets and Assumed Liabilities, all on the terms and subject to the conditions set forth herein and in the Agreement; and

**WHEREAS**, this Bill of Sale, Assignment and Assumption is being executed to evidence the assignment, transfer, conveyance and delivery of Assignor's right, title and interest in and to the Initial Purchased Assets and the acceptance of the Initial Purchased Assets and assumption of the Assumed Liabilities by Assignee.

**NOW, THEREFORE**, pursuant to the terms of the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

(i) Assignor does hereby sell, assign, transfer, convey and deliver unto Assignee and unto the successors and assigns of Assignee, each and all of the Initial Purchased Assets, intending hereby to convey all of the right, title and interest of Assignor therein;

(ii) Assignor covenants and agrees to and with Assignee and its successors and assigns to do, execute, acknowledge and deliver to, or cause to be done, executed, acknowledged and delivered to, Assignee and its successors and assigns all such further acts, deeds, assignments, transfers, conveyances and assurances that may be reasonably requested by Assignee and its successors and assigns or as may be otherwise necessary to more effectively convey and transfer to, and vest in Assignee and its successors or assigns any part of the Initial Purchased Assets or Assumed Liabilities, and Assignee and its successors and assigns shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, to Assignor and its successors and assigns such other instruments of assumption as Assignor and its successors and assigns may reasonably request;

(iii) Assignee hereby accepts the Initial Purchased Assets and assumes and undertakes and agrees to pay, perform and discharge in accordance with the terms thereof each of the Assumed Liabilities; and

This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. No party may assign this Agreement without the prior written consent of the other parties hereto.

This Bill of Sale, Assignment and Assumption may be executed in two or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Bill of Sale, Assignment and Assumption by facsimile shall be as effective as delivery of a manually executed counterpart of this Bill of Sale, Assignment and Assumption.

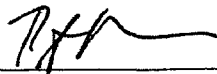
This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions.

In the event that any of the terms or provisions contained in this Bill of Sale, Assignment and Assumption conflict with the terms or provisions contained in the Agreement in any respect, the terms and provisions contained in the Agreement shall control.

\*\*\*\*\*

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale, Assignment and Assumption to be duly executed as of the date set forth above.

**WESTIN LICENSE CO.**

By:   
Name: Peter Morrow  
Its: Assistant Treasurer

**WESTIN HOTEL MANAGEMENT, L.P.**

By: Starwood Hotels & Resorts Worldwide, Inc.,  
its general partner

By: \_\_\_\_\_  
Name: Alan Schnaid  
Its: Senior Vice President and Corporate Controller



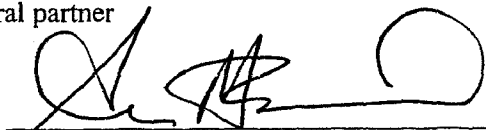
IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale, Assignment and Assumption to be duly executed as of the date set forth above.

**WESTIN LICENSE CO.**

By: \_\_\_\_\_  
Name: Peter Morrow  
Its: Assistant Treasurer

**WESTIN HOTEL MANAGEMENT, L.P.**

By: Starwood Hotels & Resorts Worldwide, Inc.,  
its general partner

By:   
Name: Alan Schnaid  
Its: Senior Vice President and Corporate Controller

*[Bill of Sale, Assignment and Assumption – Westin License Co.]*