

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
Conrad Hospitality LLC		10/24/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	HLT Conrad IP LLC
Street Address:	9336 Civic Center Drive
City:	Beverly Hills
State/Country:	CALIFORNIA
Postal Code:	90210
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2375519	CONRAD
Registration Number:	2602923	CONRAD
Registration Number:	2577833	CONRAD
Registration Number:	3053319	CONRAD HOTELS
Registration Number:	2120992	CONRAD INTERNATIONAL HOTELS
Registration Number:	2647315	THE FIRST NAME IN HOTELS
Serial Number:	77051309	THE LUXURY OF BEING YOURSELF

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-7609

Email: ksolomon@stblaw.com

Correspondent Name: Kirstie Howard, Esq.

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OP \$190.00 2375519

900090311

TRADEMARK
REEL: 003648 FRAME: 0164

Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 010396/0843

NAME OF SUBMITTER: Kirstie Howard

Signature: /kh/

Date: 10/26/2007

Total Attachments: 5
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U.S. TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT

This U.S. TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT (this "Assignment"), dated as of October 24 2007, by and between Conrad Hospitality LLC, a Delaware limited liability company ("Assignor"), and HLT Conrad IP LLC, a Delaware limited liability company ("Assignee").

WHEREAS, pursuant to Section 2.1(a) of the HLT Franchise Mezz IV Asset Contribution Agreement dated as of October 24, 2007 (the "Contribution Agreement"), Assignor has irrevocably contributed, transferred, assigned and otherwise conveyed to Assignee all of its right, title and interest in the Contributed Assets (as defined therein), which include the U.S. trademark registrations and applications set forth on Schedule A, together with the goodwill of the business appurtenant thereto and/or symbolized thereby (the "Trademarks"); and

WHEREAS, pursuant to Section 2.3(b) of the Contribution Agreement, notwithstanding the parties' intent that the transfer in Section 2.1(a) of the Contribution Agreement be an absolute and irrevocable assignment and contribution, if the above transfer is characterized as a collateral transfer for security or as a financing transaction, the parties intend for Assignee to have a first priority perfected security interest in, and a lien on the Trademarks, subject to the terms and conditions in the Contribution Agreement; and

WHEREAS, pursuant to Section 5.7 of the Contribution Agreement, Assignor has agreed to execute and deliver this Assignment to perfect and record Assignee's ownership of and/or security interest in the Trademarks in the appropriate registry office, the U.S. Patent and Trademark Office ("PTO");

NOW THEREFORE, for good and valuable consideration (including that recited in the Contribution Agreement), the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. The parties confirm that, pursuant to Section 2.1(a) of the Contribution Agreement, Assignor has irrevocably contributed, transferred, assigned and otherwise conveyed to Assignee all of its right, title and interest in the Trademarks.

2. If, notwithstanding the parties' intent that the transfer in Section 1 above be an absolute and irrevocable assignment and contribution, the above transfer is characterized as a collateral transfer for security or as a financing transaction, the parties confirm that, pursuant to Section 2.3(b) of the Contribution Agreement, Assignor has granted to Assignee a first priority perfected security interest in, and a lien on the Trademarks, subject to the terms and conditions therein.

3. The parties agree that this Assignment has been executed pursuant to Section 5.7 of the Contribution Agreement for the sole purpose of recording the assignment and/or grant of security interest herein with the PTO and is expressly subject to the terms and conditions of the Contribution Agreement. The Contribution Agreement (and all rights and remedies of the parties therein) shall remain in full force and effect in accordance with its terms, and all such terms are incorporated herein by reference. In the event of any conflict between this Assignment and the Contribution Agreement, the terms of the Contribution Agreement shall govern.

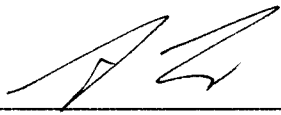
4. Assignor shall, from time to time, execute and deliver such further documents, instruments and agreements and take all such further actions as Assignee may request and as may be necessary or desirable to evidence, perfect, preserve or protect the interest of Assignee in the Trademarks.

5. THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

6. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, this Assignment has been duly executed this
24th day of October, 2007.

Conrad Hospitality LLC

By: _____

Name:

Title:

HLT Conrad IP LLC

By: _____

Name:

Title:

CONRAD HOSPITALITY, LLC
SCHEDULE OF TRADEMARKS
UNITED STATES

Mark	Class(es)	Status	Applic. No. or Reg. No.	Date
CONRAD (block)	42	Registered	2375519	08-08-00
CONRAD (block)	42	Registered	2602923	07-30-02
CONRAD (block)	42	Registered	2577833	06-11-02
CONRAD HOTELS (design)	35, 43	Registered	3053319	01-31-06
CONRAD INTERNATIONAL HOTELS (design)	42	Registered	2120992	12-16-97
THE FIRST NAME IN HOTELS (block)	42	Registered	2647315	11-05-02
THE LUXURY OF BEING YOURSELF (block)	43	Registered	3287626	09-04-07