

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
Hilton International Co.		10/24/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	HLT International 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: 1			
Property Type	Number	Word Mark	
Serial Number:	77144069	ZETA	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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Correspondent Name:	Kirstie Howard, Esq.		
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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		

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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 Hilton International Co., a Delaware corporation ("Assignor"), and HLT International IP LLC, a Delaware limited liability company ("Assignee").

WHEREAS, pursuant to Section 2.1(a) of the HLT Franchise Mezz I 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.

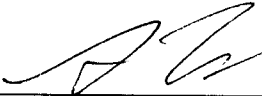
5. THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

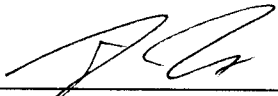
6. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

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

Hilton International Co.

HLT International IP LLC

By:  _____

By:  _____

Name:

Name:

Title:

Title:

HLT International IP LLC

Country	Trademark	Class(es)	Application No.	Application Date	Registration Date	Status	Contributor	Contributee
United States	ZETA (block)	43	77144069	03/29/07		Pending	Hilton International Co	HLT International IP LLC