

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	10/02/2012

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Starwood Hotels & Resorts Worldwide, Inc.		07/01/2013	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	Poconos Palace Propco, L.L.C.
Street Address:	545 E. John Carpenter Frwy
Internal Address:	Suite 1400
City:	Irving
State/Country:	TEXAS
Postal Code:	75062
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1207563	POCONO PALACE

CORRESPONDENCE DATA

Fax Number: 2146594832
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2146594578
 Email: nealk@akllp.com
 Correspondent Name: Michele P. Schwartz
 Address Line 1: 1717 Main Street
 Address Line 2: Suite 3700
 Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	171464
--------------------------------	--------

NAME OF SUBMITTER:	Michele P. Schwartz
Signature:	/Michele P. Schwartz/
Date:	08/21/2013
Total Attachments: 2 source=poconopalaceassignmentsb#page1.tif source=poconopalaceassignmentsb#page2.tif	

ASSIGNMENT OF SERVICE MARK

This Assignment of Service Mark (this "Assignment") is made to be effective as of October 2, 2012, by and between Starwood Hotels & Resorts Worldwide, Inc., a Maryland corporation, (the "Assignor"), and Poconos Palace Propco, L.L.C., a Delaware limited liability company, (the "Assignee").

BY THIS INSTRUMENT, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby sells, conveys, assigns, transfers and delivers to the Assignee and its successors and assigns, all rights, title and interest in and to the service mark POCONO PALACE, including without limitation United States Service Mark Registration No. 1,207,563 therefor, including all common law rights and goodwill associated therewith (collectively, the "Service Mark"), and the entire right, title and interest in and to any and all claims and demands the Assignor may have either at law or in equity arising out of past, present or future third party infringement thereof, to have and to hold the Service Mark forever, free and clear of all encumbrances.

The Assignor covenants with the Assignee that the Assignor will take all such further actions, execute and deliver all such further documents and do all such other acts and things as the Assignee may reasonably request for the purpose of carrying out the intent of this Assignment.

The Assignor hereby authorizes the United States Patent and Trademark Office and other corresponding officials of other jurisdictions, as appropriate, to record this instrument and to record the Assignee as the owner of the Service Mark and registration therefor.

This Assignment will be binding on the Assignor and its successors and assigns, and will inure to the benefit of the Assignee and its successors and assigns.

The Assignor hereby covenants that it has full right to convey its entire interest as herein assigned, and that it has not executed any agreement inconsistent herewith and will not execute any agreement inconsistent herewith without Assignee's consent.

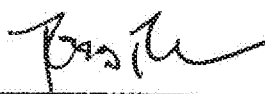
This Assignment may be executed in one or more counterparts (including by facsimile or portable document format (pdf)) for the convenience of the parties hereto, each of which will be deemed an original, but all of which together will constitute one and the same instrument. No signature page to this Assignment evidencing a party's execution hereof will be deemed to be delivered by such party to any other party hereto until such delivering party has received executed signature pages from all parties signatory to this Assignment.

[Remainder of page intentionally left blank; Signature page to follow.]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and delivered in their names by their respective duly authorized officers or representatives, to be effective as of the date first written above.

ASSIGNOR:

STARWOOD HOTELS & RESORTS WORLDWIDE, INC.

By: 


Name: Todd Noonan

Title: Senior Vice President & Assistant Secretary

Date: July 1, 2013

ASSIGNEE:

POCONOS PALACE PROPCO, L.L.C.

By: 

Name: Ron J. Hoyl

Title: Vice President

Date: _____