TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317126

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HLT Conrad IP LLC		07/01/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Hilton International Holding Corporation
Street Address:	7930 Jones Branch Drive
Internal Address:	Suite 1100
City:	McLean
State/Country:	VIRGINIA
Postal Code:	22102
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	86135175	CONRAD
Registration Number:	2375519	CONRAD
Registration Number:	2602923	CONRAD
Registration Number:	2577833	CONRAD
Registration Number:	3672019	CONRAD HOTELS & RESORTS
Serial Number:	85182117	CONRAD KEYTONE
Registration Number:	4276159	STAY CONNECTED @ CONRAD
Registration Number:	3287626	THE LUXURY OF BEING YOURSELF

CH $215.00 86135175

CORRESPONDENCE DATA

Fax Number: 2124552502

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (212) 455-2895
Email: ksolomon@stblaw.com
Correspondent Name: Samantha J. Himelman, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	043291/0024
NAME OF SUBMITTER:	Samantha J. Himelman
SIGNATURE:	/sjh/
DATE SIGNED:	09/16/2014
Total Attachments: 3 source=HLT Conrad IP LLC#page1.tif source=HLT Conrad IP LLC#page2.tif source=HLT Conrad IP LLC#page3.tif	

RECORDABLE TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into effective July 1, 2014 ("Effective Date") by and between **HLT Conrad IP LLC**, located at 7930 Jones Branch Drive, Suite 1100, McLean VA 22102, United States, and **Hilton International Holding Corporation**, 7930 Jones Branch Drive, Suite 1100, McLean VA 22102, ("Assignee", each of Assignor and Assignee a "Party", and collectively, the "Parties").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under those United States trademarks and applications set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith (collectively, the "Marks");

WHEREAS, pursuant to the Omnibus Reorganization Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest to the Marks;

WHEREAS, pursuant to the Omnibus Reorganization Agreement, Assignee is acquiring the entire business or portion thereof to which the trademark applications pertain as required by 15 USC § 1060; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee its entire right, title and interest in and to the Marks, including, without limitation, any registrations and applications therefor, any renewals of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the United States Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks.

This Assignment shall be construed and interpreted in accordance with the laws of the state of Delaware without regard to any choice of law or conflict of law, choice of forum or provision, rule or principle that might otherwise refer construction or interpretation of this Assignment to the substantive law of another jurisdiction.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

HLT Conrad IP LLC

By: _____
Name: Owen L. Wilcox
Title: Assistant Secretary

Hilton International Holding Corporation

By: _____
Name: William Steven Standefer
Title: Senior Vice President

SCHEDULE A

MARKS

Mark	Country	Reg.(App.) Date	Reg.(App.) No.	Class	Status
CONRAD	U.S.	(4-Dec-13)	(86135175)	36	Pending
CONRAD	U.S.	8-Aug-00	2375519	42	Registered
CONRAD	U.S.	30-Jul-02	2602923	42	Registered
CONRAD	U.S.	11-Jun-02	2577833	42	Registered
CONRAD HOTELS & RESORTS design	U.S.	25-Aug-09	3672019	43	Registered
CONRAD KEYTONE	U.S.	(22-Nov-10)	(85182117)	43	Pending
STAY CONNECTED @ CONRAD	U.S.	15-Jan-13	4276159	38	Registered
THE LUXURY OF BEING YOURSELF	U.S.	4-Sep-07	3287626	43	Registered
CONRAD	U.S. Virgin Islands	18-Mar-03	6941	N/A	Registered