

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM340841

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	3		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Marriott Worldwide Corporation		04/02/2015	CORPORATION: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Marriott International, Inc.		
<b>Street Address:</b>	10400 Fernwood Rd.		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20817		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86015271	DELTA HOTELS	
<b>Registration Number:</b>	2675853	D DELTA HOTELS	
<b>Registration Number:</b>	4047401	D DELTA HOTELS AND RESORTS	
<b>Registration Number:</b>	1719133	DELTA PRIVILEGE	
<b>Registration Number:</b>	4587285	DELTA HOTELS AND RESORTS	
<b>Registration Number:</b>	4609693	MODEROOM	
<b>Registration Number:</b>	4609699	SMARTDESK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3016448094		
<i>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.</i>			
<b>Phone:</b>	301-380-2781		
<b>Email:</b>	iplaw@marriott.com		
<b>Correspondent Name:</b>	Marriott International, Inc.		
<b>Address Line 1:</b>	10400 Fernwood Rd.		
<b>Address Line 2:</b>	Dept 52/923		
<b>Address Line 4:</b>	Bethesda, MARYLAND 20817		
<b>ATTORNEY DOCKET NUMBER:</b>	14-76732		

CH \$190.00 86015271

<b>NAME OF SUBMITTER:</b>	Elizabeth G. Regan
<b>SIGNATURE:</b>	/Elizabeth G. Regan/
<b>DATE SIGNED:</b>	05/11/2015
<b>Total Attachments: 3</b> source=876524_1#page1.tif source=876524_1#page2.tif source=876524_1#page3.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated as of April 2, 2015, is made by and between Marriott Worldwide Corporation, a Maryland corporation with its principle address at 10400 Fernwood Road, Bethesda, MD 20817 (USA) ("Assignor"), in favor of Marriott International, Inc., a Delaware corporation with its principle address at 10400 Fernwood Road, Bethesda, MD 20817 (USA) ("Assignee").

WHEREAS, the Assignor is the owner of all right, title and interest in and to the trademarks set forth on the attached Annex A, including the listed applications and registrations therefor (the "Trademarks");

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Trademarks, along with the goodwill pertaining thereto and associated therewith, as the successor in interest to that portion of Assignor's business associated with the Trademarks.

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment of Trademarks. Assignor hereby assigns to Assignee, and Assignee, as the successor in interest to that portion of Assignor's business associated with the Trademarks, hereby accepts the assignment of, all of Assignor's right, title and interest in and to the Trademarks and the goodwill pertaining thereto and associated therewith, and including without limitation the right to sue for relief and recover damages for past, present or future infringement or dilution thereof and for the use and benefit of its successors, assigns and legal representative.

2. Counterparts. This Agreement may be executed in two counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. This Agreement may be executed by facsimile signature and a facsimile signature shall constitute an original for all purposes.

[Signature Page Follows]

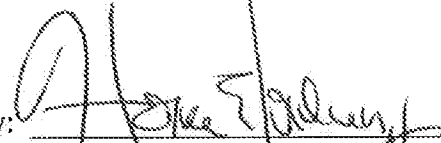
IN WITNESS WHEREOF, the Assignee and Assignee have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**MARRIOTT WORLDWIDE CORPORATION**

By:  \_\_\_\_\_

Name: Bao Giang Val Bauduin  
Title: Vice President



**MARRIOTT INTERNATIONAL, INC.**

By:  \_\_\_\_\_

Name: Horace E. Jordan, Jr.  
Title: Vice President

EXHIBIT A

U.S. TRADEMARK REGISTRATIONS

Trade-mark	Registration No.	Registration Date
DELTA HOTELS & DESIGN (D Design) 	2,675,853	01/21/2003
D DELTA HOTELS AND RESORTS & Design 	4,047,401	11/01/2011
DELTA PRIVILEGE	1,719,133	09/22/1992
DELTA HOTELS AND RESORTS	4,587,285	08/19/2014
MODEROOM	4,609,693	09/23/2014
SMARTDESK	4,609,699	09/23/2014

U.S. TRADEMARK APPLICATION

Trade-mark	Application No.	Application Date
DELTA HOTELS	86/015,271	07/19/2013