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To the Honorable

U.S. Patent & TMOfc/TM Mail Rcpt Dt. #54

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100834210

Documents or copy hereof.

MRS 9/2/98

1. Name of conveying party(ies):

Princess Hotels International, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other _____

Additional name(s) of conveying party(ies) attached Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: August 5, 1998

2. Name and address of receiving party(ies):

Name: CP Hotels (U.S.) 1998 Inc.

Address: One University Avenue, Suite 1400
Toronto, Ontario, Canada M5J 2P1

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached:

Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & addresses attached?

Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
75/057,808

B. Trademark Registration No.(s).
1,135,335 and others (see attached)

Additional Numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Lawrence E. Apolzon

Internal Address: Fross Zelnick Lehrman & Zissu, P.C.

Street Address: 633 Third Ave.

City: New York State: NY Zip: 10017

6. Total number of applications and registration involved:..... 19

7. Total fee (37 CFR 3.41) \$490.00

- Enclosed
 - Authorized to be charged to deposit account
- (Only if total fee is not sufficient)

8. Deposit account number:

23-0825-0576900

(Attach duplicate copy of this page if paying by deposit account)

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01 FC:481
02 FC:482

40.00 DP
450.00 DP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Lawrence E. Apolzon
Name of Person Signing

[Signature]
Signature

9/02/98
Date

Total number of pages comprising cover sheet: _____

Schedule A

<u>Country</u>	<u>Trademark</u>	<u>Class</u>	<u>Reg. No.</u>	<u>Original Issue Date</u>	<u>Reissue Date</u>	<u>Renewal Date</u>
United States	Fall In Love With A Princess	42	1135335	05/13/80	-----	05/12/00
United States	P Logo with Crown Design	36,39,42	1120170	06/12/79	-----	06/12/99
United States	P Logo with Crown Design	101	939148	07/25/72	07/05/92	07/05/02
United States	P Logo	18,25	1840553	06/21/94	-----	06/21/04
United States	Picture Yourself In The World of A Princess	39,42	1355835	08/20/85		08/20/05
United States	Princess	36	1362398	09/24/85	-----	09/24/05
United States	Princess	39	1242347	06/14/83	-----	06/14/03
United States	Princess	42	1226353	02/01/83		02/01/03
United States	Princess	42	1613320	09/11/90	-----	09/11/00
United States	Princess Hotels	18, 25	1838687	06/07/94	-----	06/07/04
United States	A Princess Hotel	42	1173718	10/13/81	-----	10/12/01
United States	Princess Casino Vacations	39, 41, 42	1359720	09/10/85		10/10/05

<u>Country</u>	<u>Trademark</u>	<u>Class</u>	<u>Reg. No.</u>	<u>Original Issue Date</u>	<u>Reissue Date</u>	<u>Renewal Date</u>
United States	Princess Vacation Club International	42	1247959	08/09/83	-----	08/09/03
United States	Princess Vacations International	39	1442458	06/09/87	-----	06/09/07
United States	Princess Hotels International	101	937268	07/04/72	07/04/92	07/04/02
United States	Scottsdale Princess	41, 42	1516744	12/13/88	-----	12/13/08
United States	Scottsdale Princess	18, 25	1868295	12/20/94	-----	12/30/04
United States	Marquesa	42	1784652	07/27/93	-----	07/27/03
United States	Las Ventanas	42	1784653	07/27/93	-----	07/27/03
United States	Cazadores	42	1911922	08/15/95	-----	08/15/05
United States	The Soul of Bermuda. The Heart of your Vacation	42	1965594	04/02/96	-----	04/02/06

TRADEMARKS APPLIED FOR

~~Barbados~~ ~~Stylized "P" w/Crown Design~~ ~~41, 42~~ ~~02/07/97~~

~~Barbados~~ ~~"Princess Hotels"~~ ~~41, 42~~ ~~02/07/97~~

<u>Country</u>	<u>Trademark</u>	<u>Class</u>	<u>Reg. No.</u>	<u>Original Issue Date</u>	<u>Reissue Date</u>	<u>Renewal Date</u>
United States	Princess Casino	41	75057808			

TRADEMARK ASSIGNMENT

WHEREAS, Princess Hotels International, Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware and having a principal place of business at 900 Third Avenue, New York, New York ("ASSIGNOR"), owns the entire right, title and interest in, to and under the trademarks and trademark applications set forth in the attached Schedule A (the "Properties"); and

WHEREAS, CP Hotels (U.S.) 1998 Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware and having a principal place of business at One University Avenue, Suite 1400, Toronto, Ontario, Canada M5J 2P1 ("ASSIGNEE"), is desirous of acquiring the entire right, title and interest in, to and under the Properties.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the Properties, together with the goodwill of the business symbolized by the Properties, and the registration thereof, and further including: all income, royalties, and damages now and hereafter due and/or payable to ASSIGNOR, including without limitation, damages and payments for past or future infringements and misappropriations thereof, all rights to sue for past, present and future infringements or misappropriations thereof, and all rights corresponding to any of the above throughout the world;

AND THE ASSIGNOR HEREBY authorizes and requests the Commissioner of the United States Patent and Trademark Office, and any Official of any country or countries foreign to the United States, whose duty is to issue trademark registrations or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND THE ASSIGNOR HEREBY covenants and agrees that the ASSIGNOR will communicate to the ASSIGNEE, its successors, legal representatives and assigns, any facts known to the ASSIGNOR respecting the Properties, sign all lawful papers, make all rightful oaths, and generally do everything reasonably possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for the Properties.

