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FORM PTO-1618A Expires 06/30/99 OMB 0651-0027

05-08-2000



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U.S. Department of Commerce Patent and Trademark Office TRADEMARK

	RECORDATION FORM COVER SHEET			
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	TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).			
	Submission Type Conveyance Type X Assignment License			
	Resubmission (Non-Recordation) Document ID # Security Agreement Nunc Pro Tunc Assignment Effective Date			
	Correction of PTO Error Month Day Year			
	Reel # Frame # Change of Name			
	Corrective Document Reel # Frame # Other			
	Conveying Party Mark if additional names of conveying parties attached Execution Date			
	Name GUESTHOUSE INTERNATIONAL L.L.C. 06 01 1999			
	Formerly			
	Individual General Partnership Limited Partnership Corporation Association			
	X Other LIMITED LIABILITY COMPANY			
	X Citizenship/State of Incorporation/Organization ARKANSAS			
	Receiving Party Mark if additional names of receiving parties attached			
	Name GUESTHOUSE INTERNATIONAL FRANCHISE SYSTEMS, INC.			
	DBA/AKA/TA			
	Composed of			
	Address (line 1) 300 GALLERIA PARKWAY			
· :	Address (line 2) SUITE 1200			
	Address (line 3) ATLANTA GA 30339			
	Individual General Partnership Limited Partnership If document to be recorded is an			
	assignment and the receiving party is not domiciled in the United States, an			
	representative should be attached.			
	Other (Designation must be a separate document from Assignment.)			
	X Citizenship/State of Incorporation/Organization GEORGIA			
05/08/2000				
01 FC:481 02 FC:482	40.00 OP 175.00 OP			

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS

Mail documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

FORM PTO-1618B Expires 06/30/99	Page 2	U.S. Department of Commerce Patent and Trademark Office	
OMB 0651-0027 Domestic Representative Name a	nd Address Enter for the first	TRADEMARK Receiving Party only.	
Name			
Address (line 1)		417 2 1	
Address (line 2)			
Address (line 3)			
Address (line 4)			
Correspondent Name and Addres	S Area Code and Telephone Number	(404) 815-2400	
Name KRISTIN L. BURNS			
Address (line 1) PAUL, HASTINGS, JANC	DESKY & WALKER LLP		
Address (line 2) 600 PEACHTREE STREET	NE. SUITE 2400		
Address (line 3) ATLANTA, GA 30308			
Address (line 4)			
Pages Enter the total number of including any attachment	pages of the attached conveyance s.	4 8	
Trademark Application Number(s)	•	Mark if additional numbers attached	
Enter either the Trademark Application Number			
Trademark Application Numb	er(s) Reg	gistration Number(s) 2041649 2041649	
	2146860	1992376 2009332	
	2098421		
Number of Properties Enter the to	otal number of properties involved.	# 8	
Fee Amount Fee Amoun	t for Properties Listed (37 CFR 3.4	\$1): \$ \$215.00	
Method of Payment: Enclosed X Deposit Account Deposit Account			
(Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: #			
Authorization to charge additional fees: Yes No 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. Charges to deposit account are authorized, as indicated herein.			
Kristin L. Burns	Latina	ANT 20 2000	
Name of Person Signing	Signature	Date Signed	

GUESTHOUSE INTERNATIONAL L.L.C., an Arkansas limited liability company, with a principal office at 1501 North University Drive, Suite 968 Little Rock, AR 72207 ("Assignor") hereby warrants that it is the applicant in the following applications for registrations of the following marks more

specifically set forth in the attached Exhibit "A" attached hereto and incorporated herein:			
	Name	Country	Application Number
	GH GuestHouse Friends Club	United States	75-396,238
to GUEST address at interest in	onsideration, the receipt and s THOUSE INTERNATIONAL 300 Galleria Parkway, Suite	sufficiency of which is her LFRANCHISE SYSTEM 1200 Atlanta, GA 30339 such trademarks worldwid	Assignor, and in exchange for good and reby acknowledged, Assignor hereby assign S, INC. a Georgia corporation, with an ("Assignee"), any and all right, title, and le, together with the goodwill of the
deliver to	documents and communication designed. Assigned Assigned Assigner shall exe	ons relating to such marks cute any other documents	on of this transfer and further requests that or the registrations therefor issue and which Assignee deems necessary to inforce the rights hereby assigned.
legal repre	This instrument sh scattative, and shall be bindin	all inure to the benefit of a	Assignce and its successors, assigns and uccessors, assigns and legal representatives
Jun	Assignor has hereu	mto caused its name to be	signed this 151 day of
v		GUESTHO	OUSE INTERNATIONAL L.L.C.
	:	By:	James HKactu
		Title:	Chaimon : Monager
STATE OF	of fulaski	* * * * . SS.	U
appeared	On this 15t day of James H. Kelt nesses signed it as a free act pour James Tour Tour Give	the person who s	199 , before me personally signed this instrument, and acknowledged eof an authorized representative of schalf of Assignor and pursuant to
My Commic	ssion Publica	pamoni of Trademark executable doc	619422

TRADEMARK **REEL: 002067 FRAME: 0589**

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GUESTHOUSE INTERNATIONAL L.L.C., an Arkansas limited liability company, with a principal office at 1501 North University Drive, Suite 968 Little Rock, AR 72207 ("Assignor") hereby warrants that it is the owner of the following registrations for the following marks more specifically set forth in the attached Exhibit "A" attached hereto and incorporated herein:

Name Country Registration Number

GH & Design United States 1,952,433

In connection with the sale of the assets of Assignor, and in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to GUESTHOUSE INTERNATIONAL FRANCHISE SYSTEMS, INC. a Georgia corporation, with an address at 300 Galleria Parkway, Suite 1200 Atlanta, GA 30339 ("Assignee"), any and all right, title, and interest in and to such trademarks worldwide, together with the goodwill of the business symbolized by and associated with such marks.

Assignor consents to and requests recordation of this transfer and further requests that all official documents and communications relating to such marks or the registrations therefor issue and deliver to Assignee. Assignor shall execute any other documents which Assignee deems necessary to effectuate the terms of this assignment or to fully exploit and/or enforce the rights hereby assigned.

This instrument shall inure to the benefit of Assignee and its successors, assigns and legal representative, and shall be binding upon Assignor and its successors, assigns and legal representatives.

Assignor has hereunto caused in 1999.	is name to be signed this $\frac{\sqrt{S7}}{}$ day of
	GUESTHOUSE INTERNATIONAL L.L.C.
	By. James Heex b
	Name JAMES H (CET (1)
•	Title: Chairman & Medager
STATE OF QUKANSAS	**
COUNTY OF Pulaski) SS.	
on this st day of June appeared Junes H. Keet, III the acknowledged to me that he she signed it as a free a representative of Guest House International	199 g, before me personally
acknowledged to me that he/she signed it as a free a	ct on and for the nurnoses hereof an authorized
representative of GUEST HOUSE, International	the Assignor above named behalf of Assignor
and pursuant to authority duly received.	g
Vaura & Sticker	
Notary Public NOTARY	
My Commission ExpRUBI3 CO = 0/	619422
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GUESTHOUSE INTERNATIONAL L.L.C., an Arkansas limited liability company, with a principal office at 1501 North University Drive, Suite 968 Little Rock, AR 72207 ("Assignor") hereby warrants that it is the owner of the following registrations for the following marks more specifically set forth in the attached Exhibit "A" attached hereto and incorporated herein:

Name Country Registration Number

GH GuestHouse Inns, United States 2,123,177

Hotels, Suites & Design

In connection with the sale of the assets of Assignor, and in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to GUESTHOUSE INTERNATIONAL FRANCHISE SYSTEMS, INC. a Georgia corporation, with an address at 300 Galleria Parkway, Suite 1200 Atlanta, GA 30339 ("Assignee"), any and all right, title, and interest in and to such trademarks worldwide, together with the goodwill of the business symbolized by and associated with such marks.

Assignor consents to and requests recordation of this transfer and further requests that all official documents and communications relating to such marks or the registrations therefor issue and deliver to Assignee. Assignor shall execute any other documents which Assignee deems necessary to effectuate the terms of this assignment or to fully exploit and/or enforce the rights hereby assigned.

This instrument shall inure to the benefit of Assignce and its successors, assigns and legal representative, and shall be binding upon Assignor and its successors, assigns and legal representatives.

Assignor has hercunto caused its name to be signed this 15th day of

By: James H. Keetin

Title: Charman - Mangela

appeared June H. Kelt III , the person who signed this instrument, and acknowledged to me that he/she signed it as a free act on and for the purposes hereof an authorized representative of superficient of the purposes hereof an authorized representative of authority duly precised.

Nama X Illier
Notary Public

My Commission Expires: 3-29-01

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GUESTHOUSE INTERNATIONAL L.L.C., an Arkansas limited liability company, with a principal office at 1501 North University Drive, Suite 968 Little Rock, AR 72207 ("Assignor") hereby warrants that it is the owner of the following registrations for the following marks more specifically set forth in the attached Exhibit "A" attached hereto and incorporated herein:

in the attached Exhibit "A" attached hereto and incorporated herein: Registration Number Name Country GH GuestHouse & Design United States 2,041,649 (Stylized "G") In connection with the sale of the assets of Assignor, and in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to GUESTHOUSE INTERNATIONAL FRANCHISE SYSTEMS, INC. a Georgia corporation, with an address at 300 Galleria Parkway, Suite 1200 Atlanta, GA 30339 ("Assignee"), any and all right, title, and interest in and to such trademarks worldwide, together with the goodwill of the business symbolized by and associated with such marks. Assignor consents to and requests recordation of this transfer and further requests that all official documents and communications relating to such marks or the registrations therefor issue and deliver to Assignee. Assignor shall execute any other documents which Assignee deems necessary to effectuate the terms of this assignment or to fully exploit and/or enforce the rights hereby assigned. This instrument shall inure to the benefit of Assignee and its successors, assigns and legal representative, and shall be binding upon Assignor and its successors, assigns and legal representatives. Assignor has hereunto caused its name to be signed this _____ day of GUESTHOUSE INTERNATIONAL L.L.C. Name: SS. COUNTY OF , before me personally , the person who signed this instrument, and acknowledged it as a free act on and for the purposes hereof an authorized representative of ntemetion whe Assignor above named, behalf of Assignor and pursuant to

619422

GUESTHOUSE INTERNATIONAL L.L.C., an Arkansas limited liability company, with a principal office at 1501 North University Drive, Suite 968 Little Rock, AR 72207 ("Assignor") hereby warrants that it is the owner of the following registrations for the following marks more specifically set forth in the attached Exhibit "A" attached hereto and incorporated herein:

Name Country Registration Number

GuestHouse.net (Block) United States 2,146,860

In connection with the sale of the assets of Assignor, and in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to GUESTHOUSE INTERNATIONAL FRANCHISE SYSTEMS, INC. a Georgia corporation, with an address at 300 Galleria Parkway, Suite 1200 Atlanta, GA 30339 ("Assignee"), any and all right, title, and interest in and to such trademarks worldwide, together with the goodwill of the business symbolized by and associated with such marks.

Assignor consents to and requests recordation of this transfer and further requests that all official documents and communications relating to such marks or the registrations therefor issue and deliver to Assignee. Assignor shall execute any other documents which Assignee deems necessary to effectuate the terms of this assignment or to fully exploit and/or enforce the rights hereby assigned.

This instrument shall inure to the benefit of Assignee and its successors, assigns and legal representative, and shall be binding upon Assignor and its successors, assigns and legal representatives.

GUESTHOUSE INTERNATIONAL L.L.C., an Arkansas limited liability company, with a principal office at 1501 North University Drive, Suite 968 Little Rock, AR 72207 ("Assignor") hereby warrants that it is the owner of the following registrations for the following marks more specifically set forth in the attached Exhibit "A" attached hereto and incorporated herein:

Name Country Registration Number

GH GuestHouse & Design United States 1,992,376

In connection with the sale of the assets of Assignor, and in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to GUESTHOUSE INTERNATIONAL FRANCHISE SYSTEMS, INC. a Georgia corporation, with an address at 300 Galleria Parkway, Suite 1200 Atlanta, GA 30339 ("Assignee"), any and all right, title, and interest in and to such trademarks worldwide, together with the goodwill of the business symbolized by and associated with such marks.

Assignor consents to and requests recordation of this transfer and further requests that all official documents and communications relating to such marks or the registrations therefor issue and deliver to Assignee. Assignor shall execute any other documents which Assignee deems necessary to effectuate the terms of this assignment or to fully exploit and/or enforce the rights hereby assigned.

This instrument shall inure to the benefit of Assignee and its successors, assigns and legal representative, and shall be binding upon Assignor and its successors, assigns and legal representatives.

Assignor has hereunto caused it	s name to be signed this 15 day of
	GUESTHOUSE INTERNATIONAL L.L.C.
	By: James Hours
	Name: Ames H KeeTILL
	Title: Charman & Marger
STATE OF <u>Orkansas</u>) ss.	***
appeared Tames H. Keet III the	ne , 199 , before me personally person who signed this instrument, and acknowledged purposes hereof an authorized representative of ove named, behalf of Assignor and pursuant to
to me that he/she signed it as a free act on and for the JULY HOUSE Assignor about only the Assignor about only the signer and authority duly race with the signer and signer an	purposes hereof an authorized representative of ove named, behalf of Assignor and pursuant to
Lauren Thexer	,
Notary Prolif NOTARY	
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and the late of th	

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GUESTHOUSE INTERNATIONAL L.L.C., an Arkansas limited liability company, with a principal office at 1501 North University Drive, Suite 968 Little Rock, AR 72207 ("Assignor") hereby warrants that it is the owner of the following registrations for the following marks more specifically set forth in the attached Exhibit "A" attached hereto and incorporated herein:

Name Country Registration Number

GH GuestHouse United States 2,009,332

International & Design

In connection with the sale of the assets of Assignor, and in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to GUESTHOUSE INTERNATIONAL FRANCHISE SYSTEMS, INC. a Georgia corporation, with an address at 300 Galleria Parkway, Suite 1200 Atlanta, GA 30339 ("Assignee"), any and all right, title, and interest in and to such trademarks worldwide, together with the goodwill of the business symbolized by and associated with such marks.

Assignor consents to and requests recordation of this transfer and further requests that all official documents and communications relating to such marks or the registrations therefor issue and deliver to Assignee. Assignor shall execute any other documents which Assignee deems necessary to effectuate the terms of this assignment or to fully exploit and/or enforce the rights hereby assigned.

This instrument shall inure to the benefit of Assignee and its successors, assigns and legal representative, and shall be binding upon Assignor and its successors, assigns and legal representatives.

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Name

ASSIGNMENT OF TRADEMARKS

GUESTHOUSE INTERNATIONAL L.L.C., an Arkansas limited liability company, with a principal office at 1501 North University Drive, Suite 968 Little Rock, AR 72207 ("Assignor") hereby warrants that it is the owner of the following registrations for the following marks more specifically set forth in the attached Exhibit "A" attached hereto and incorporated herein:

Registration Number

Country

	GuestHouse International (Block)	United States	2,098,421	
to GUES address a interest in	consideration, the receipt and THOUSE INTERNATIONA at 300 Galleria Parkway, Suite	sufficiency of which L FRANCHISE SYS : 1200 Atlanta, GA 30	s of Assignor, and in exchange for good an is hereby acknowledged, Assignor hereby a FEMS, INC. a Georgia corporation, with a 1339 ("Assignee"), any and all right, title, the goodwill of the business symbolized by	esigns n and
deliver to	al documents and communicate Assignee. Assignor shall exc	ions relating to such a scute any other docum	dation of this transfer and further requests narks or the registrations therefor issue and ents which Assignee deems necessary to for enforce the rights hereby assigned.	tbat I
legal repr	resentative, and shall be bindir	ng upon Assignor and	it of Assignce and its successors, assigns a its successors, assigns and legal represents	nd itives.
-74	Assignor has here	unto caused its name	to be signed this 15th day of	
		GUE	THOUSE INTERNATIONAL L.L.C.	
		By: Name	James HKeetill	-
		Titte:	gracinen manger	
STATE O	DE DUKANAA	****		
COUNTY		85.		
appeared to me that	On this / 5 day of the she signed it as a free act of the sign	on and for the purpose	, 199 9, before me personall who signed this instrument, and acknowled s hereof an authorized representative of ed, behalf of Assignor and pursuant to	y ged
authority of	Ma Limited	A)	A, oction of Assignor and pursuant to	
Notary Pul	NOTARY	Series (
My Comm	ission Expires: 7	ck) Assignment of Trademark	0c	619422

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LAW OFFICES OF

PAUL, HASTINGS, JANOFSKY & WALKER LLP

A LIMITED LIABILITY PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

600 PEACHTREE STREET, N.E.

695 TOWN CENTER DRIVE COSTA MESA, CALIFORNIA 92626-1924 TELEPHONE (714) 668-6200

TOWER 42 25 OLD BROAD STREET LONDON EC2N IHQ TELEPHONE 44 (17) 562-4000

555 SOUTH FLOWER STREET

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TELEPHONE (404) 815-2400

FACSIMILE (404) 815-2424

INTERNET www.phjw.com

ROBERT P. HASTINGS (1910-1996) COUNSEL LEE G. PAUL LEONARD S. JANOFSKY CHARLES M. WALKER

April 20, 2000

345 CALIFORNIA STREET SAN FRANCISCO, CALIFORNIA 94104-2635 TELEPHONE (415) 835-1600

1055 WASHINGTON BOULEVARD STAMFORD, CONNECTICUT 06901-2217 TELEPHONE (203) 961-74-00

ARK MORI BUILDING 12-32, AKASAKA I-CHOME MINATO-KU, TOKYO 107, JAPAN TELEPHONE (03) 3586-4711

I299 PENNSYLVANIA AVENUE, N.W WASHINGTON, D.C. 20004-2400 TELEPHONE (202) 508-9500

OUR FILE NO

18024.00002

klburns a phjw.com

VIA FEDERAL EXPRESS 2-DAY

Commissioner of Patents and Trademarks Box Assignments Washington, DC 20231

Re: Recordation of Trademark Assignments

Dear Sir or Madam:

Enclosed please find for recording one Recordation Form Cover Sheet for trademarks, copies of the eight Assignments of Trademarks to be recorded, and this firm's check in the amount of \$215.00 to cover the recording fee for eight properties, in connection with the assignment of the following trademark application and registrations, assigned by GuestHouse International, L.L.C. to GuestHouse International Franchise Systems, Inc. on June 1, 1999:

	<u>Mark</u>	Serial No./Registration No.
1.	GH GUESTHOUSE FRIENDS CLUB	75396238
2.	GH (and Design)	1952433
3.	GH GUESTHOUSE INNS, HOTELS, SUITES (and Design)	2123177
4.	GH GUESTHOUSE (and Design)	2041649
5.	GUESTHOUSE.NET	2146860
6.	GH GUESTHOUSE (and Design)	1992376
7.	GH GUESHOUSE INTERNATIONAL (and Design)	2009332

ATL/692898 1

PAUL HASTINGS, JANOFSKY & WALKER LLP

Commissioner of Patents and Trademarks April 20, 2000 Page 2

8. GUESTHOUSE INTERNATIONAL 2098421

Please stamp the enclosed self-addressed postcard to acknowledge your receipt of these materials and return it to me. Thank you for your assistance.

Sincerely,

Kristin L. Burns

for PAUL, HASTINGS, JANOFSKY & WALKER LLP

Enclosures

ec Patrick Riley, Esq.

ATL/692898.1

RECORDED: 04/21/2000