

4-21-00

05-08-2000

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



101349709

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name GUESTHOUSE INTERNATIONAL L.L.C. Execution Date
Month Day Year
06 01 1999

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other LIMITED LIABILITY COMPANY
- 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 appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization GEORGIA

05/08/2000 DMGUYEN 00000306 75396238

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 175.00 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 ADDRESS.

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

TRADEMARK
REEL: 002067 FRAME: 0587

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75 396238"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1952433"/>	<input type="text" value="2123177"/>	<input type="text" value="2041649"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2146860"/>	<input type="text" value="1992376"/>	<input type="text" value="2009332"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2098421"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed 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

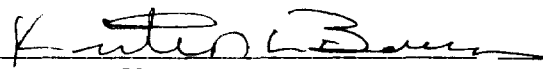
No

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

Name of Person Signing

 APR 20, 2000

Signature

Date Signed

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 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:

<u>Name</u>	<u>Country</u>	<u>Application Number</u>
GH GuestHouse Friends Club	United States	75-396,238

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 applications and 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 1st day of June, 1999.

GUESTHOUSE INTERNATIONAL L.L.C.

By: James H Keet III
Name: JAMES H KEET III
Title: Chairman & Manager

STATE OF Arkansas)
COUNTY OF Pulaski)
SS. * * * *

On this 1st day of June, 1999, before me personally appeared James H. Keet III, the person who signed this instrument, and acknowledged to me that he/she signed it as a free act and for the purposes hereof an authorized representative of Guesthouse International, LLC the Assignor above named, behalf of Assignor and pursuant to authority duly received.

Laura J. Tucker
Notary Public
NOTARY
PUBLIC
My Commission Expires: 06-29-01

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:

<u>Name</u>	<u>Country</u>	<u>Registration Number</u>
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 its name to be signed this 1st day of June, 1999.

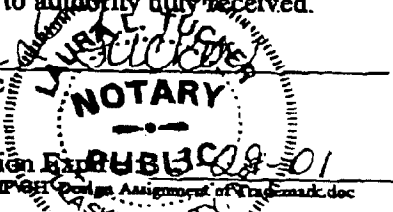
GUESTHOUSE INTERNATIONAL L.L.C.

By: [Signature]
Name: JAMES H. KEET III
Title: Chairman & Manager

STATE OF Arkansas)
COUNTY OF Pulaski) ss.

On this 1st day of June, 1999, before me personally appeared James H. Keet 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 GuestHouse International, the Assignor above named, behalf of Assignor and pursuant to authority duly received.

[Signature]
Notary Public



My Commission Expires 09-01-01
C:\WINDOWS\TEMP\GE George Assignment of Trademark.doc

619422

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:

<u>Name</u>	<u>Country</u>	<u>Registration Number</u>
GH GuestHouse Inns, Hotels, Suites & Design	United States	2,123,177

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 herunto caused its name to be signed this 1st day of June, 1999.

GUESTHOUSE INTERNATIONAL L.L.C.

By: [Signature]
Name: JAMES H KEETIN
Title: Chairman & Manager

STATE OF Arkansas)
COUNTY OF Pulaski)

ss.

On this 1st day of June, 1999, before me personally appeared James H. Keet 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 GuestHouse International LLC the Assignor above named, behalf of Assignor and pursuant to authority duly received.

[Signature]
Notary Public

My Commission Expires: 3-29-01
C:\WINDOWS\TEMP\GH GuestHouse inns hotels Assignment of Trademark.doc

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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:

Name	Country	Registration Number
GH GuestHouse & Design (Stylized "G")	United States	2,041,649

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 1st day of June, 1999.

GUESTHOUSE INTERNATIONAL L.L.C.

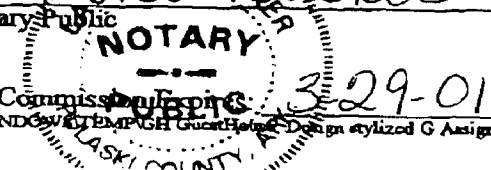
By: [Signature]
Name: JAMES H KEET III
Title: Chairman & Manager

STATE OF Arkansas)
COUNTY OF Pulaski)

SS.

On this 1st day of June, 1999, before me personally appeared James H. Keet 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 Guesthouse International LLC the Assignor above named, behalf of Assignor and pursuant to authority duly received.

[Signature]
Notary Public



My Commission Expires 3-29-01
C:\WINDOWS\SYSTEM32\BMP\GH GuestHouse Design stylized G Assignment of Trademark.doc

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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:

<u>Name</u>	<u>Country</u>	<u>Registration Number</u>
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.

Assignor has hereunto caused its name to be signed this 1st day of June, 1999.

GUESTHOUSE INTERNATIONAL L.L.C.

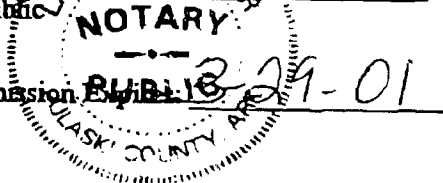
By: James H. Koetli
Name: JAMES H KOETLI
Title: Chairman & Manager

STATE OF Arkansas
COUNTY OF Pulaski

ss.

On this 1st day of June, 1999, before me personally appeared James H. Koetli 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 Guesthouse International, the Assignor above named, behalf of Assignor and pursuant to authority duly received.

Laura A. Stroger
Notary Public



My Commission Expires 03-29-01

619422

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:

<u>Name</u>	<u>Country</u>	<u>Registration Number</u>
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 its name to be signed this 1st day of June, 1999.

GUESTHOUSE INTERNATIONAL L.L.C.

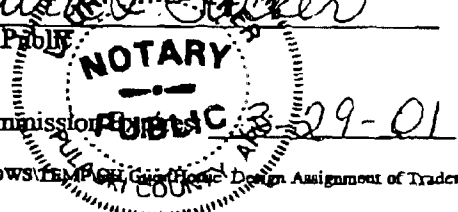
By: James H Keetill
Name: JAMES H KEETILL
Title: Chairman & Manager

STATE OF Arkansas
COUNTY OF Pulaski

ss.

On this 1st day of June, 1999, before me personally appeared James H. Keetill 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 Guesthouse International, LLC the Assignor above named, behalf of Assignor and pursuant to authority duly received.

Laurel A. Tucker
Notary Public



My Commission Expires 3-29-01

619422

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:

<u>Name</u>	<u>Country</u>	<u>Registration Number</u>
GH GuestHouse International & Design	United States	2,009,332

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 1st day of June, 1999.

GUESTHOUSE INTERNATIONAL L.L.C.

By: James H Keet III
Name: JAMES H KEET III
Title: Chairman & Manager

STATE OF Arkansas)
COUNTY OF Pulaski)

ss.

On this 1st day of June, 1999, before me personally appeared James H. Keet 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 Guesthouse International the Assignor above named, behalf of Assignor and pursuant to authority duly received.

Laura S. Stecker
Notary Public

NOTARY PUBLIC
3-29-01

My Commission Expires
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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:

<u>Name</u>	<u>Country</u>	<u>Registration Number</u>
GuestHouse International (Block)	United States	2,098,421

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 1st day of June, 1999.

GUESTHOUSE INTERNATIONAL L.L.C.

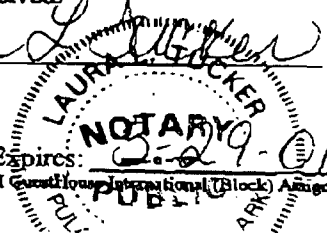
By: James H Keet III
Name: JAMES H KEET III
Title: Chairman & Manager

STATE OF Arkansas
COUNTY OF Pulaski

ss.

On this 1st day of June, 1999, before me personally appeared James H. Keet 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 Guesthouse International the Assignor above named, behalf of Assignor and pursuant to authority duly received.

Laura L. Tucker
Notary Public



My Commission Expires: 3-29-01
C:\WINDOWS\TEMP\PGH GuestHouse International (Block) Assignment of Trademark.doc

619422

LAW OFFICES OF
PAUL, HASTINGS, JANOFSKY & WALKER LLP

A LIMITED LIABILITY PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

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

TOWER 42
25 OLD BROAD STREET
LONDON EC2N 1HQ
TELEPHONE 44 (171) 562-4000

555 SOUTH FLOWER STREET
LOS ANGELES, CALIFORNIA 90071-2371
TELEPHONE (213) 683-6000

399 PARK AVENUE
NEW YORK, NEW YORK 10022-4697
TELEPHONE (212) 318-6000

600 PEACHTREE STREET, N.E.
SUITE 2400

ATLANTA, GEORGIA 30308-2222

TELEPHONE (404) 815-2400

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

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

1055 WASHINGTON BOULEVARD
STAMFORD, CONNECTICUT 06901-2217
TELEPHONE (203) 961-7400

ARK MORI BUILDING
12-32, AKASAKA 1-CHOME
MINATO-KU, TOKYO 107, JAPAN
TELEPHONE (03) 3586-4711

1299 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D.C. 20004-2400
TELEPHONE (202) 508-9500

April 20, 2000

WRITER'S DIRECT ACCESS

OUR FILE NO

(404)815-2157
klburns@phjw.com

18024.00002

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>	<u>Serial No./Registration No.</u>
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

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

cc: Patrick Riley, Esq.