

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
RECORDATION FORM COVER SHEET

TO THE COMMISSIONER FOR TRADEMARKS:

Please record the cover sheet and the attached original document or copy thereof:

1. Name of conveying party:

Grand Heritage IP, GP
a Maryland general partnership

2. Name and address of receiving party:

Trademarks Holding, LLC
a Maryland limited liability company
c/o Stoel Rives LLP
Attn: Mr. Gary W. Glisson
900 SW Fifth Avenue, Suite 2600
Portland, Oregon 97204-1268

3. Conveyance Type: Assignment of the entire interest and goodwill

Date of execution: October 20, 2003

4. Registration numbers:

A. Registration No.: 1,997,991
Mark: GRAND HERITAGE
Registration Date: September 3, 1996

B. Registration No.: 2,051,877
Mark: HERITAGE CLUB
Registration Date: April 15, 1997

C. Registration No.: 2,216,862
Mark: HERITAGE REWARDS
Registration Date: January 12, 1999

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

Gary W. Glisson
Stoel Rives LLP
900 SW Fifth Avenue, Suite 2600
Portland, Oregon 97204-1268
(503) 294-9656

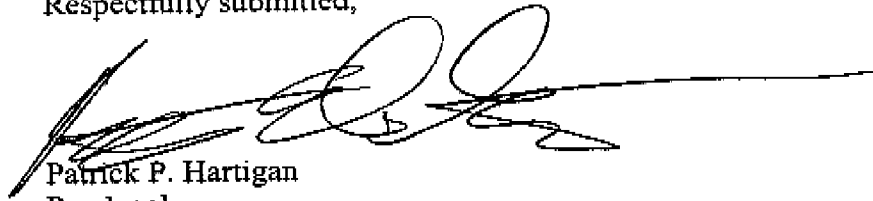
6. Total number of registrations involved: Three (3)

7. Total fee (37 CFR 3.41): \$90.00

CH \$90.00 194456 1997991

8. The Commissioner is hereby authorized to charge fees required in connection with the recording of this document to Deposit Account No. 19-4455.
9. To the best of my knowledge and belief, the foregoing information is true and correct and any attached document is a true copy of the original document.

Respectfully submitted,



Patrick P. Hartigan
Paralegal

Total number of pages comprising cover sheet and conveyance: 6

Date: January 14, 2004
Stoel Rives LLP
900 SW Fifth Avenue, Suite 2600
Portland, Oregon 97204-1268
Telephone: (503) 294-9210
FAX: (503) 220-2480

Attorney Docket No. 60627-4

EXECUTION COPY**ASSIGNMENT OF SERVICE MARKS**

Grand Heritage IP, GP, a Maryland general partnership ("Assignor"), formerly known as Burrell Enterprises of Maryland, is the owner of the service marks and related registrations in the United States Patent and Trademark Office on Schedule A hereto and the common law marks listed on Schedule B hereto (together, the "Marks"). Trademarks Holding, LLC, a Maryland limited liability company ("Assignee") desires to receive all right, title and interest in and to the Marks, effective as of October 20, 2003.

For good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee, its entire right, title and interest in and to the Marks and the related registrations together with the goodwill of the business symbolized by the Marks and registrations, with all rights of action, powers and benefit to the Marks, due or accrued, including the right to sue for and recover in the Assignee's own name and that of its successors and assigns and other legal representatives all remedies of every nature, including, without limitation, rights to injunctive relief, damages, profits, costs and attorney fees, arising out of past infringement of the Marks, or injury to the related goodwill.

Assignor further agrees to execute any and all documents and to do all other things reasonably requested by Assignee in order to make all necessary or desirable filings and recordations before relevant governmental authorities and to vest more fully in Assignee any and all ownership rights in the Marks hereby transferred. In the event Assignee is unable, after reasonable effort, to secure Assignor's signature for the purposes of making such filings and recordations and more fully vesting ownership in the Marks, for any reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized agents as Assignor's agent and attorney-in-fact, to act for and in its behalf to execute and file any and all such documents and to do all other lawfully permitted acts to accomplish the complete and exclusive transfer of the Marks.

THIS ASSIGNMENT HAS BEEN EXECUTED TO BE EFFECTIVE AS OF THE DATE REFERENCED ABOVE.

GRAND HERITAGE IP, GP, a Maryland general partnership

By: 

Name: Mark M. Chloupek
Vice President

Title: _____

EXECUTION COPY

Acceptance of Assignment

Trademarks Holding, LLC, the Assignee of the foregoing assignment, does hereby accept assignment of the Marks referenced therein, as of October 20, 2003.

TRADEMARKS HOLDING, LLC

By: Grand Heritage Hotel Group, LLC,
Its Sole Member

By: 

Name: John W. Cullen, IV

Title: President, Grand Heritage Hotel
Group, LLC

EXECUTION COPY

**Schedule A to Assignment of Service Marks
Registered Marks**

<u>Service Mark</u>	<u>U.S. Registration No.</u>	<u>Registration Date</u>
GRAND HERITAGE	1,997,991	September 3, 1996
HERITAGE CLUB	2,051,877	April 15, 1997
HERITAGE REWARDS	2,216,862	January 12, 1999

EXECUTION COPY

**Schedule B to Assignment of Service Marks
Common Law Marks**

GRAND HERITAGE
HERITAGE CLUB
HERITAGE CLUB REWARDS
HERITAGE CLUB LEVEL
HERITAGE REWARDS
Swan Design

All variations of the foregoing marks and all designs used with them in the United States