

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Serta, Inc.
325 Spring Lake Drive
Itasca, Illinois 60143

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) February 13, 2004

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Hilton Hospitality, Inc.

Internal

Address: _____

Street Address: 9336 Civic Center Drive

City: Beverly Hills

State: California

Country: USA Zip: 90210

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

Citizenship _____
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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,709,206

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
SUITE DREAMS (block)

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

Name: Galen Colbert

Internal Address: Hilton Hotels Corporation

Street Address: 755 Crossover Lane

City: Memphis

State: TN Zip: 38117

Phone Number: 901-374-5027

Fax Number: 901-374-5099

Email Address: galen_colbert@hilton.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

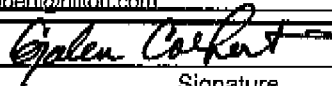
8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-1043

Authorized User Name Galen Colbert

9. Signature:



Signature

January 5, 2006

Date

Galen Colbert

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement is made as of this 13th day of February, 2004, by and between SERTA, INC., ("Serta") a corporation organized under the laws of Delaware, located and doing business at 325 Spring Lake Drive, Itasca, Illinois 60143, and HILTON HOSPITALITY, INC. ("Hilton") a corporation organized under the laws of the State of Nevada, located and doing business at 9336 Civic Center Drive, Beverly Hills, California 90210;

WHEREAS, Serta is the owner of the trademark, SUITE DREAMS, including the registrations and applications listed in Schedule A attached hereto and made a part hereof (the "Mark"); and

WHEREAS, Hilton wishes to acquire Serta's right, title and interest in and to the Mark throughout the world and the goodwill connected with and symbolized by the said Mark; and

WHEREAS, Serta wishes to assign to Hilton the Mark and the goodwill connected with and symbolized by the said Mark;

NOW, THEREFORE, in consideration for the sum of the one dollar (\$1.00), the receipt and sufficiency of which are hereby acknowledged, Serta does hereby sell, grant, assign, transfer, convey and deliver to Hilton all of its rights, title and interest in and to the Mark together with the goodwill connected with and symbolized by the said Mark throughout the world and including the subject matter of all claims which may be obtained therefrom for Hilton's own use and enjoyment; together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

Serta shall provide Hilton cooperation and assistance at Hilton's request and at Hilton's reasonable expense including the execution and delivery of any and all affidavits, declarations, oaths, assignments, powers of attorney or other documentation as may be reasonably required.

This Trademark Assignment Agreement is delivered pursuant to and on the terms set forth in the Trademark License Agreement. Nothing contained in this Trademark Assignment Agreement shall be deemed to alter, modify, expand or diminish the terms contained in the Trademark License Agreement.

IN WITNESS WHEREFORE, the parties herein have executed this Agreement as of the day and year first above written.

SERTA, INC.

HILTON HOSPITALITY, INC.

By: *Susan Ebaugh*
Name: SUSAN EBAUGH
Title: CHIEF BRAND OFFICER

By: *Barbara Arnold*
Name: Barbara Arnold
Title: Asst. Vice President

Schedule A

<u>Trademark</u>	<u>App/Reg No.</u>	<u>Country</u>
SUITE DREAMS	1160705	Canada
SUITE DREAMS	577440	Mexico
SUITE DREAMS	2,709,206	United States