

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317128

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HLT Stakis IP Limited		07/01/2014	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Hilton International Holding Corporation		
Street Address:	7930 Jones Branch Drive		
Internal Address:	Suite 1100		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3203376	LIVINGWELL	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 455-2895		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Samantha J. Himelman, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	043291/0024		
NAME OF SUBMITTER:	Samantha J. Himelman		
SIGNATURE:	/sjh/		
DATE SIGNED:	09/16/2014		
Total Attachments: 3			
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TRADEMARK

RECORDABLE TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of July 1, 2014 ("Effective Date") by and between HLT Stakis IP Limited, located at Maple Court, Central Park, Reeds Crescent, Watford, WD24 4QQ, England, and Hilton International Holding Corporation, 7930 Jones Branch Drive, Suite 1100, McLean VA 22102, ("Assignee", each of Assignor and Assignee a "Party", and collectively, the "Parties").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under those United States trademarks and applications set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith (collectively, the "Marks");

WHEREAS, pursuant to the Omnibus Reorganization Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest to the Marks;

WHEREAS, pursuant to the Omnibus Reorganization Agreement, Assignee is acquiring the entire business or portion thereof to which the trademark applications pertain as required by 15 USC § 1060; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee its entire right, title and interest in and to the Marks including, without limitation, any registrations and applications therefor, any renewals of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the United States Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks.

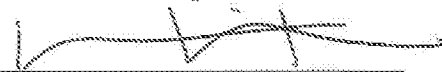
This Assignment shall be construed and interpreted in accordance with the laws of the state of Delaware without regard to any choice of law or conflict of law, choice of forum or provision, rule or principle that might otherwise refer construction or interpretation of this Assignment to the substantive law of another jurisdiction.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.


HLT Stakis IP Limited

By: Hilton Corporate Director LLC



Owen Wilcox, Assistant Secretary

Hilton International Holding Corporation



William Steven Stanseler, Senior Vice President

SCHEDULE A

MARKS

<u>Mark</u>	<u>Country</u>	<u>Reg. Date</u>	<u>Reg. No.</u>	<u>Class</u>	<u>Status</u>
LIVINGWELL design	U.S.	30-Jan-07	3203376	41	Registered