

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM412747

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hilton International Holding LLC		09/15/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Park Hotels & Resorts Inc.		
Street Address:	7930 Jones Branch Drive		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	1651861	HAU TREE	
Registration Number:	1304311	RUM LARGO	
Registration Number:	1603104	SEAPORTS	
Registration Number:	1603105	SEAPORTS	
Registration Number:	2446357	SPENCER'S	
Registration Number:	1370693	THE COVE	
Registration Number:	1707429	TORREYANA GRILLE	
Registration Number:	1624255	ALI'I TOWER	
Registration Number:	2885217	ALI'I TOWER PLAZA	
Registration Number:	2527674	KALIA TOWER	
Registration Number:	2678242	LAGOON TOWER	
Registration Number:	1649110	RAINBOW TOWER	
Registration Number:	1875556	RAINBOW BAZAAR	
Registration Number:	3509997	GRAND WAIKIKIAN	
Registration Number:	4737682	IQ HAWAII, IQ + I LOVE HAWAII	
Registration Number:	3843660	PARC SOLEIL	
Registration Number:	3856563	SPA MERGE	
CORRESPONDENCE DATA			
TRADEMARK			

CH \$440.00 1651861

Fax Number: 6502515002

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.

Phone: (650) 251-5094

Email: jnull@stblaw.com

Correspondent Name: Linda Nyberg

Address Line 1: 2475 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	043291/0037
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NAME OF SUBMITTER:	J. Jason Mull
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SIGNATURE:	/J. Jason Mull/
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DATE SIGNED:	01/18/2017
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Total Attachments: 10

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into effective September 15, 2016 ("Effective Date") by and between Hilton International Holding LLC ("Assignor") and Park Hotels & Resorts Inc. ("Assignee," and together with Assignor, 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 set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith and all common-law rights related thereto (collectively, the "Marks");

WHEREAS, pursuant to that Distribution Agreement that will be executed among (i) Hilton Worldwide Holdings Inc., an affiliate of Assignor, (ii) Assignee, (iii) Hilton Grand Vacations Inc., and (iv) Hilton Domestic Operating Company Inc. (the "Distribution Agreement"), Assignor and Assignee will become separate, publicly traded companies after the effective date of the Distribution Agreement;

WHEREAS, in connection with the Distribution Agreement and the transactions contemplated therein, Assignee wishes to acquire the Marks, which as between the Parties, are used exclusively or primarily in connection with the operation of Assignee and its subsidiaries' properties, and Assignor is willing to assign the Marks to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both Parties, 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, all common-law rights relating thereto, and the right to bring an action at law or in equity for any infringement, dilution or unauthorized use of the Marks prior to the Effective Date, together with the right to retain all damages, proceeds and recoveries therefrom, 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 or applicable government registry or agency to record Assignee as the assignee and owner of the Marks.

The Parties intend that this Assignment is effective to sell, convey, assign and transfer the Marks to Assignee as of the Effective Date. Assignor will, for no further compensation, take all further actions and execute and deliver all further documents reasonably requested by Assignee

to perfect and record Assignee's ownership of and title to the Marks in all applicable countries and jurisdictions.

The Parties intend and agree that, as of the Effective Date, Assignee shall own all trademarks owned by Assignor or its subsidiaries that, as between the Parties, were used exclusively or primarily in connection with the operation of Assignee and its subsidiaries' properties set forth on Schedule A attached hereto prior to the Effective Date. If at any time after the Effective Date, either Party discovers that a trademark was erroneously included in or omitted from Schedule A, such Party will promptly notify the other Party, and the Parties will amend Schedule A accordingly. Any trademark that was erroneously omitted from Schedule A shall be deemed assigned to Assignee as of the Effective Date, and any trademark that was erroneously included on Schedule A shall be deemed never to have been assigned to Assignee.

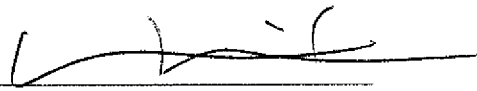
Assignee acknowledges that the above assignment is made on an "as is" and "where is" basis. Assignor disclaims all representations, warranties and indemnities, whether express or implied, with respect to the Marks and their use prior to the Effective Date, including any representations, warranties or indemnities with respect to ownership, title, absence of liens, non-infringement of third-party rights, value, suitability, merchantability or fitness for use.

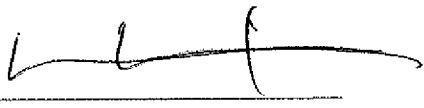
This Assignment shall be construed and interpreted in accordance with the laws of the State of Delaware without regard to any choice of law or conflict of law, choice of forum or provision, rule or principle that might otherwise refer construction or interpretation of this Assignment to the substantive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

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

HILTON INTERNATIONAL HOLDING LLC

PARK HOTELS & RESORTS INC.

By: 
Name:
Title:

By: 
Name:
Title:

Schedule A**Registered Marks**

JURISDICTION	MARK	REG. NO.	REG. DATE	CLASS & SERVICES
United States of America	HAU TREE	1651861	23-Jul-91	42 Restaurant services
United States of America	RUM LARGO	1304311	6-Nov-84	42 Restaurant Services
United States of America	SEAPORTS	1603104	19-Jun-90	42 Restaurant Services
United States of America	SEAPORTS design	1603105	19-Jun-90	42 Restaurant Services
United States of America	SPENCER'S	2446357	24-Apr-01	42 Restaurant Services
United States of America	THE COVE	1370693	12-Nov-85	42 Restaurant services
United States of America	TORREYANA GRILLE	1707429	11-Aug-92	42 Restaurant and bar services.
United States of America	ALI'I TOWER	1624255	20-Nov-90	42 Hotel services
United States of America	ALI'I TOWER PLAZA	2885217	14-Sep-04	36 Retail Shopping Center Services
United States of America	KALIA TOWER	2527674	8-Jan-02	42 Hotels
United States of America	LAGOON TOWER	2678242	21-Jan-03	43 Hotels
United States of America	RAINBOW TOWER	1649110	25-Jun-91	42 Hotel and restaurant services
United States of America	RAINBOW BAZAAR	1875556	24-Jan-95	36 Shopping Center Services
Hawaii	TROPICS BAR & GRILL	4070575	26-Feb-09	43 Restaurant and bar services
Hawaii	WAIKIKI STARLIGHT LUAU	3953864	3-May-11	43 Hotel and restaurant services
United States of America	GRAND WAIKIKIAN	3509997	30-Sep-08	36 vacation real estate time sharing services 43 hotel services
United States of America	IQ HAWAII design	4737682	19-May-15	35 Promoting the sale and rental of vacation time shares of others through promotional

				contests.
United States of America	PARC SOLEIL	3843660	7-Sep-10	36 vacation real estate time-sharing services
United States of America	SPA MERGE	3856563	5-Oct-10	44 Beauty salons, hairdressing salons, barber services; massage services; health spa services for health and wellness of the body and spirit, namely, providing massage, facial and body treatment services, cosmetic body care services; health spa services, namely, provision of sauna, whirlpool, Turkish bath, solarium and sun deck facilities; aromatherapy services; beauty hairdressing and aromatherapy advice.

Unregistered Marks

PROPERTY	MARK
Hilton Torrey Pines	Pacific View
Doubletree San Jose	2050 Lobby Lounge & Bar
Hilton Chicago	720 South Bar & Grill
Hilton Oakland Airport	Amelia's Café
Hilton/W=A Bonnet Creek	Aquamarine
Hilton Caribe	Atlantico Pool Bar & Grill
Doubletree Sonoma	Bacchus Restaurant & Wine Bar
Hilton Hawaiian Village	Bali Steak & Seafood
Hilton/W=A Bonnet Creek	Beech
Hilton Boston Logan Airport	Berkshires
Hilton Waikoloa Village	Big Island Breakfast
Hilton Miami Airport	Blue Lagoon Saloon

Hilton Waikoloa Village	Boat Landing Cantina
Hilton Parc 55	Cable 55
Hilton Squaw Peak	Cactus Rock Creamery
Hilton Miami Airport	Café Express
Hilton New Orleans Airport	Café LaSalle
Hilton Boston Logan Airport	Café Presto
Doubletree Crystal City	Café Restaurant
Hilton Chicago O'Hare	Caffe Mercato
Embassy Alexandria	Caprese
Hilton Caribe	Caribar
Doubletree Ontario	Citrus West
Hilton San Francisco	CityScape
Doubletree San Jose	Club Max
Hilton/W=A Bonnet Creek	Clubhouse Grille
Doubletree Seattle Airport	Coffee Garden
Hilton Boston Logan Airport	Connolly's Publik House
Hilton Miami Airport	Coral Café
Hilton Lake Buena Vista	Covington Mill
Hilton Squaw Peak	Coyote Camp
Hilton New Orleans Riverside	Crescent City Marketplace
Hilton Orlando Convention Center	David's Club Bar & Grill
Hilton Waikoloa Village	Dona & Toni's
Hilton Oakland Airport	Earhart's Bar & Grill
Doubletree Durango	Edgewater
Hilton Atlanta Airport	Finish Line
W=A Casa Marina	Flagler's
Doubletree San Jose	Forty Eight Wine Bar
Doubletree Mission Valley	Fountain Café
Hilton Waikoloa Village	Hale'Ike
Hilton/W=A Bonnet Creek	Harvest Bistro
Hilton Squaw Peak	Hole-in-the-wall
Hilton Torrey Pines	Horizons Lobby Coffee Café
Hilton Waikoloa Village	Imari
Doubletree Santa Barbara	Java del Mar
Hilton Lake Buena Vista	John T's
Curio Juniper Cupertino	Juniper Hotel
Hilton Waikoloa Village	Kamuela Provision Company
Hilton Waikoloa Village	Lagoon Grille
Hilton Torrey Pines	LaJolla Torrey Pines
Hilton New Orleans Riverside	Le Croissant
Hilton Waikoloa Village	Legends of Hawaii Luau

Hilton Atlanta Airport	Magnolia Grille
Hilton Lake Buena Vista	Mainstreet Market
Hilton Waikoloa Village	Makai
Hilton Waikoloa Village	Malolo
Doubletree Seattle Airport	Maxi's
Doubletree Ontario	Misty's
Hilton/W=A Bonnet Creek	Muse
Hilton/W=A Bonnet Creek	Myth Bar
Capital Hilton	North Gate Grill
Hilton San Diego Bay Front	Odysea
Hilton Caribe	Olas Spa
Hilton Waikoloa Village	Orchid Marketplace
Hilton Caribe	Palmeras
Hilton Hawaiian Village	Paradise Lounge
Hilton Parc 55	Parc 55
Curio Juniper Cupertino	Parkview Kitchen & Spirits
Doubletree Ontario	Porter's Prime Steak House
Doubletree Mission Valley	Pronto
Hilton Hawaiian Village	Pronto Pickle
Hilton New Orleans Riverside	Public Belt
Hilton Hawaiian Village	Rainbow Lanai
Hilton Squaw Peak	Rico's American Grill
Hilton New Orleans Airport	River Blends Café
Hilton New Orleans Riverside	River Blends Café
Doubletree Durango	River Café
Hilton Squaw Peak	River Ranch
Hilton New Orleans Riverside	Riverside
Doubletree Santa Barbara	Rodney's Grill
Doubletree Santa Barbara	Roundhouse
Doubletree Spokane	Shutters Café
Doubletree Crystal City	Skydome
Hilton Squaw Peak	Slim Picken's
Hilton New Orleans Riverside	Spirits
Doubletree San Jose	Sprigs
W=A Casa Marina	Sun-Sun
Hilton Hawaiian Village	Tapa Bar
Doubletree Santa Barbara	Terraza del Mar
Hilton Atlanta Airport	The Coffee Bar
Hilton Short Hills	The Dining Room
Hilton Short Hills	The Patio
Hilton Short Hills	The Retreat

Doubletree Santa Barbara	The Set
Doubletree Seattle Airport	Thunderbird Market
Hilton Squaw Peak	Tocasierra Spa
Hilton Squaw Peak	Trading Post Saloon
Hilton Salt Lake City	Trofi Restaurant & Bar
Hilton San Diego Bay Front	Vela
Doubletree Mission Valley	Windows Lounge
HGV	\$5 Meal Voucher
HGV	@your service
HGV	A vacation state of mind
HGV	Active Lounge
HGV	Adair Room
HGV	Aloha Dollars
HGV	Aqua Pool Bar
HGV	Artisans Market
HGV	Because We Care
HGV	Bermuda Buzz
HGV	Café Coupon
HGV	Café Soleil
HGV	Charity Chillers
HGV	Chorus
HGV	Club Traveler
HGV	ClubConnect
HGV	ClubPartner Perks Grand Adventure
HGV	Computer Lounge
HGV	Coral Reef Bar & Grill
HGV	Devonshire
HGV	Direct Stay
HGV	e Club Traveler
HGV	Eee
HGV	eee Elite
HGV	Elevated Rewards
HGV	Elite
HGV	Elite Plus
HGV	Elite Premier
HGV	Fiorella's
HGV	Fiorella's Bar
HGV	First Class Funds
HGV	Flight Academy Luncheon
HGV	Fountain Pool
HGV	Fresco Deli

HGV	Grand Beginnings
HGV	Hamilton
HGV	Ho'okipa Arrival/Departure Lounge
HGV	Holo Holo Card
HGV	Holokai Lounge
HGV	iGrow
HGV	iLead
HGV	IOU
HGV	iQ Guam
HGV	Job Skills Checklist
HGV	Laguna Bar
HGV	Laguna Fitness Center
HGV	Laguna Pool
HGV	Leadership Playbook
HGV	Let's Soar Cards
HGV	Makai Concierge Desk
HGV	Members Experience Card
HGV	Monthly 3rd Shift Breakfast
HGV	Movie Theater
HGV	My Careers
HGV	Na Lani Sky Lounge
HGV	New Leader Transition
HGV	Ola (Magazine)
HGV	Owners Lounge
HGV	Paget
HGV	Parrish Pool
HGV	Pembroke
HGV	Pizza Tower
HGV	Promise Points
HGV	Provisions Marketplace and Deli
HGV	Reflecting Pool
HGV	Resolution Revolution
HGV	Reunion 90
HGV	Safety Pays
HGV	Sandy's
HGV	Service Squadron
HGV	Share Your Aloha
HGV	Shining Star
HGV	Smart Executive Tour
HGV	Smith's
HGV	Solstice Room

HGV	Somerset
HGV	South Hampton
HGV	Spirit of Service
HGV	Spirit of Service
HGV	Spirit Of Service Commitment Message
HGV	St. George's
HGV	Super Dream Vacation
HGV	Supervisor Lunch
HGV	The Marketplace
HGV	Titan Global Travel Services
HGV	Toscana Pool Bar
HGV	Tower 100
HGV	Tower 200
HGV	Train the Trainer
HGV	Tucker Town
HGV	Tuscan Fresh Pizza
HGV	Tuscan Lawn
HGV	Tuscan Patio
HGV	Tuscany Gazzetta
HGV	Vacation Gallery
HGV	Villa Bianca
HGV	Villa Di Ducale
HGV	Villa Di Falconi
HGV	Villa Di Pietro
HGV	Villa Di Teodoro
HGV	Villa Di Tomaso
HGV	Villa Giovanni
HGV	Village Experience
HGV	Village Experience Card
HGV	VIP
HGV	Warwick
HGV	Waterfall Pool