

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4011780

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
HILTON INTERNATIONAL HOLDING LLC	08/17/2016
RECEIVING PARTY DATA	
Name:	DEUTSCHE BANK AG NEW YORK BRANCH
Street Address:	60 WALL STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10005
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	D501194
Patent Number:	D602282
Patent Number:	D602281
Patent Number:	8245276
Patent Number:	8893226
Patent Number:	9009310
Patent Number:	9367867
Application Number:	14597114
CORRESPONDENCE DATA	
Fax Number:	(212)455-2502
<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) 455-2816
Email:	ksolomon@stblaw.com
Correspondent Name:	MONICA CHAN, 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:	043291/0022
NAME OF SUBMITTER:	MONICA CHAN
SIGNATURE:	/mc/

PATENT

DATE SIGNED:	08/17/2016
Total Attachments: 4 source=Hilton IP Short Form - HIH LLC - Patents (4)#page1.tif source=Hilton IP Short Form - HIH LLC - Patents (4)#page2.tif source=Hilton IP Short Form - HIH LLC - Patents (4)#page3.tif source=Hilton IP Short Form - HIH LLC - Patents (4)#page4.tif	

PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of August 17, 2016, by Hilton International Holding LLC (“**Grantor**”) in favor of DEUTSCHE BANK AG NEW YORK BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of October 25, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of Grantor’s right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor:

- (a) Patents listed on Schedule I attached hereto.

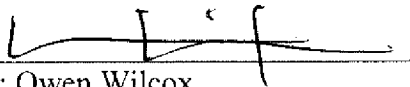
SECTION 3. The Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow.]

Hilton International Holding LLC
as Grantor

By: 
Name: Owen Wilcox
Title: Assistant Secretary

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: Peter Cucchiara

Name: Peter Cucchiara

Title: Vice President

By: Anca Trifan

Name: Anca Trifan

Title: Managing Director

Schedule I

Patent Registrations and Patent Applications

Owner	Registration / Application No.	Patent
Hilton International Holding LLC	D501,194	HAMPTON CLOCK RADIO
Hilton International Holding LLC	D602,282	HILTON'S WINDOW WALL FURNITURE SYSTEM
Hilton International Holding LLC	D602,281	HILTON'S WORKSTATION WITH TELEVISION MOUNT
Hilton International Holding LLC	8,245,276	SYSTEM AND METHOD FOR PROVIDING INTERNET ACCESS SERVICES AT HOTELS WITHIN A CHAIN
Hilton International Holding LLC	8,893,226	SYSTEM AND METHOD FOR PROVIDING INTERNET ACCESS SERVICES AT HOTELS WITHIN A CHAIN
Hilton International Holding LLC	9,009,310	SYSTEM AND METHOD FOR PROVIDING OF INTERNET ACCESS SERVICES AT HOTELS IN A GUEST FACILITY
Hilton International Holding LLC	9,367,867	SYSTEM AND METHOD FOR PROVIDING OF INTERNET ACCESS SERVICES AT HOTELS IN A GUEST FACILITY
Hilton International Holding LLC	14/597,114	SYSTEMS AND METHODS FOR USE IN ACQUIRING CREDENTIALS FROM A PORTABLE USER DEVICE IN UNLOCKING DOOR LOCK SYSTEMS