

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security interest - Second Lien

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wyndham International, Inc.		05/10/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	1111 Fannin Street
Internal Address:	10th Floor
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	Collateral Agent:

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	1620733	CONFIDANTE COLLECTION
Registration Number:	1362836	CRISIS CREAM
Registration Number:	862884	GOLDEN DOOR
Registration Number:	1192934	GOLDEN DOOR
Registration Number:	819245	GOLDEN DOOR
Registration Number:	1024121	GOLDEN DOOR
Registration Number:	1592438	GOLDEN DOOR
Registration Number:	943405	GOLDEN DOOR
Registration Number:	958717	GOLDEN DOOR
Registration Number:	2655803	GOLDEN DOOR
Registration Number:	2820233	GOLDEN DOOR
Registration Number:	2307735	GOLDENDOOR.COM
Serial Number:	76592094	GOLDEN DOOR SIGNATURE COLLECTION

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Registration Number:	2567948	GOLDEN DOOR SPA
Registration Number:	1903838	GOLDEN DOOR SPA LIFE
Serial Number:	76633514	GOLDEN DOOR SPA LIFE
Registration Number:	2643938	GOLDEN DOOR SPA LIFE
Registration Number:	2056297	GOLDEN DOOR SPA SKIN
Registration Number:	2237279	IMBUE
Registration Number:	2840829	
Registration Number:	1065457	
Serial Number:	76633379	PLAYERS BYREQUEST
Registration Number:	1828742	RUNABOUT
Serial Number:	76627162	SASURA
Registration Number:	802855	GOLDEN DOOR SOAP DROPS
Registration Number:	1843408	WALKABOUT

CORRESPONDENCE DATA

Fax Number: (212)354-8113
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2128198928
Email: enunn@whitecase.com
Correspondent Name: White & Case LLP
Address Line 1: 1155 Avenue of the Americas
Address Line 2: Attn: Elizabeth A. Nunn
Address Line 4: New York, NEW YORK 10036-2787

NAME OF SUBMITTER:	Elizabeth A. Nunn
Signature:	/Elizabeth A. Nunn/
Date:	05/19/2005

Total Attachments: 9
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GRANT OF SECURITY
INTEREST IN U.S. TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, WYNDHAM INTERNATIONAL, INC., a Delaware corporation ("the Grantor") with principal offices at 1950 Stemmons Freeway, Suite 6001, Dallas, TX 75207, hereby assigns and pledges to JPMorgan Chase Bank, N.A., as Collateral Agent (the "Grantee") with principal offices at 1111 Fannin Street, 10th Floor, Houston, TX 77002, its successors and assigns, for the ratable benefit of the Secured Parties (as such term is defined in the Guaranty and Collateral Agreement), and hereby grants to the Grantee, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in (i) all of such Grantor's right, title and interest in and to the trademarks, service marks, trademark and service mark registrations and registration applications filed in connection therewith and all renewals thereof (the "Marks") set forth on Schedule A attached hereto; (ii) all Proceeds (as such term is defined in the Guaranty and Collateral Agreement), Supporting Obligations and products of the Marks and all collateral security and guarantees given by any person with respect to any of the Marks, (iii) the goodwill associated with the Marks or symbolized thereby and, (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST (this "Grant"), effective as of May 10, 2005, is made to secure the payment and/or satisfactory performance, as the case may be, in full of all the Obligations of the Grantor, as such term is defined in the Guaranty and Collateral Agreement, among Grantor, the other grantors from time to time party thereto and the Grantee, for the benefit of the Secured Parties pursuant to the Second-Lien Credit Agreement (as such terms are defined in the Guaranty and Collateral Agreement), dated as of May 10, 2005 (as amended, restated, modified and/or supplemented from time to time, the "Guaranty and Collateral Agreement").

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Guaranty and Collateral Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guaranty and Collateral Agreement, all terms and provisions of

which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Guaranty and Collateral Agreement, the provisions of the Guaranty and Collateral Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the ___ day of May, 2005.

WYNDHAM INTERNATIONAL, INC.,

Grantor,

By: Michael Higa

Name:

Title:

Michael Higa
Vice President

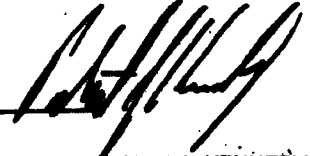
JPMORGAN CHASE BANK, N.A.,
as Collateral Agent, as Grantee

By: THK
Name: Thomas Koelark
Title: Vice President

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 10th day of May, 2005, before me personally came Michael Hagi who, being by me duly sworn, did state as follows: that he is Vice President of WYNDHAM INTERNATIONAL, INC., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Notary Public



PATRICK J. KENNEDY
Notary Public, State Of New York
No. 01-KEB042763
Qualified in New York County
Commission Expires Aug. 18, 2007

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)



On this 10th day of May, 2005, before me personally came Thomas Kozlark who, being by me duly sworn, did state as follows: that he is Vice President of JPMORGAN CHASE BANK, N.A., that he is authorized to execute the foregoing Grant on behalf of said company and that he did so by authority of said company.








Notary Public

MAY KAREN YIP DANIELS
Notary Public, State of New York
No. 0179911799
Qualified in New York County
Commission Expires June 20, 2008

**U.S. TRADEMARKS AND TRADEMARK
APPLICATIONS OWNED BY WYNDHAM INTERNATIONAL, INC.**

CONFIDANTE COLLECTION		73/832,243	1,620,733	06-Nov-1990
CRISIS CREAM		73/529,520	1,362,836	01-Oct-1985
Golden door		72/293,512	862,884	31-Dec-1968
		73/232,040	1,192,934	06-Apr-1982
		72/221,040	819,245	22-Nov-1966
GOLDEN DOOR		73/030,038	1,024,121	04-Nov-1975
GOLDEN DOOR		73/813,530	1,592,438	17-Apr-1990
GOLDEN DOOR		72/390,491	943,405	19-Sep-1972
GOLDEN DOOR		72/386,374	958,717	08-May-1973
GOLDEN DOOR		76/224,919	2,655,803	03-Dec-2002
GOLDEN DOOR		76/300,098	2,820,233	02-Mar-2004

<p style="text-align: center;">goldendoor.com</p>	<p style="text-align: center;">75/256,253</p>	<p style="text-align: center;">2,307,735</p>	<p style="text-align: center;">11-Jan-2000</p>
	<p style="text-align: center;">76/592,094</p>	<p style="text-align: center;">N/A</p>	<p style="text-align: center;">N/A</p>
<p>GOLDEN DOOR SPA</p>	<p style="text-align: center;">75/778,112</p>	<p style="text-align: center;">2,567,948</p>	<p style="text-align: center;">07-May-2002</p>
<p>GOLDEN DOOR SPA LIFE</p>	<p style="text-align: center;">74/453470</p>	<p style="text-align: center;">1,903,838</p>	<p style="text-align: center;">07-April-1995</p>
<p>GOLDEN DOOR SPA LIFE</p>	<p style="text-align: center;">76/633,514</p>	<p style="text-align: center;">N/A</p>	<p style="text-align: center;">N/A</p>
<p>GOLDEN DOOR SPA LIFE</p>	<p style="text-align: center;">76/119,120</p>	<p style="text-align: center;">2,643,938</p>	<p style="text-align: center;">29-Oct-2002</p>
<p>GOLDEN DOOR SPA SKIN</p>	<p style="text-align: center;">75/006,625</p>	<p style="text-align: center;">2,056,297</p>	<p style="text-align: center;">22-Apr-1997</p>
<p>IMBUE</p>	<p style="text-align: center;">75/208,380</p>	<p style="text-align: center;">2,237,279</p>	<p style="text-align: center;">06-Apr-1999</p>
	<p style="text-align: center;">76/300,097</p>	<p style="text-align: center;">2,840,829</p>	<p style="text-align: center;">11-May-2004</p>

	73/073,053	1,065,457	10-May-1977
Players ByRequest	76/633,379	N/A	N/A
RUNABOUT	74/283,871	1,828,742	29-Mar-1994
 SASURA	76/627,162	N/A	N/A
	72/172,307	802,855	25-Jan-1966
WALKABOUT	74/283,869	1,843,408	05-Jul-1994