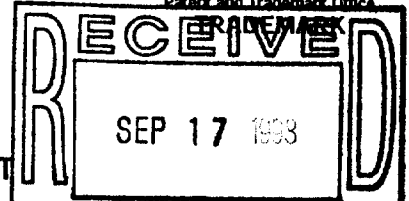


09-21-1998



100870180

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



*md
9-17-98*

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
05 -28 -98

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

09/21/1998 DNGUYEN 00000244 75208380
01 FC:481 40.00 DP
02 FC:482 550.00 DP

file ok

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1789 FRAME: 0633

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

| | | |
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| <input type="text" value="75/208380"/> | <input type="text" value="75/256253"/> | <input type="text"/> |
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| <input type="text" value="943405"/> | <input type="text" value="953840"/> | <input type="text" value="958717"/> |
| <input type="text" value="1024121"/> | <input type="text" value="1065457"/> | <input type="text" value="1158713"/> |

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Christine L. Lofgren, Esq.

Christine L. Lofgren

9/14/98

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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ASSIGNMENT OF TRADEMARKS

WHEREAS, **GOLDEN DOOR, LLC** is a California corporation, having a principal place of business at 777 Deer Springs Rd., Escondido, CA 92069 and **GOLDEN DOOR** is a California corporation having a principal place of business at 777 Deer Springs Rd., Escondido, CA 92069 (hereinafter collectively referred to as “Assignor”);

WHEREAS, Assignor (1) is the owner of certain Trademarks and Service marks (collectively referred to as the “Marks”), including those listed in Schedules A-C, (2) is the owner of certain registrations and applications, including those listed in Schedules A-C, relating to the Marks, and (3) is the owner of certain copyrights and copyright registrations related thereto, including those listed in Schedule D;

WHEREAS, **WYNDHAM INTERNATIONAL, INC.**, a Delaware corporation, having a principal place of business at 1950 Stemmons Freeway, Suite 6001, Dallas, TX 75207 (hereinafter “Assignee”), is desirous of acquiring (1) the Marks and the registrations and applications related thereto, (2) the copyrights and copyright registrations related thereto, (3) together with all goodwill associated with the foregoing (collectively, items (1), (2) and (3) are referred to herein as “Intangible Property”); and

WHEREAS, one or both of the parties constituting Assignor own the Intangible Property, and by their joint execution hereof intend for all of their collective interest (however designated or documented) in the Intangible Property to be assigned to Assignee;

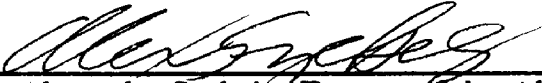
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns unto Assignee all right, title and interest in and to the Intangible Property, TO HAVE AND TO HOLD all and singular the Intangible Property unto Assignee, its heirs, executors, legal representatives, successors and assigns, forever, and Assignor does hereby bind itself, its heirs, executors, legal representatives, successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Intangible Property unto Assignee, its heirs, executors, legal representatives, successors and assigns, against every person whomsoever lawfully claiming or attempting to claim the same, or any part thereof, by, through or under Assignor. Assignor hereby represents and warrants to Assignee that the undersigned, by their execution below, have the requisite power and authority to assign the Intangible Property to Assignee and that all right, title and interest in such Intangible Property shall be vested in Assignee. Assignor furthermore agrees that upon request of Assignee, and without further remuneration, Assignor will execute any and all papers desired by Assignee to record this Assignment in any country and/or filing location.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Assignor has executed this Agreement through their duly authorized representatives this 28 day of May, 1998.

ASSIGNOR:

GOLDEN DOOR, LLC,
a California limited liability company

By: 
Alexandre Szekely, Trustee of the Alexandre Szekely Trust, dated June 3, 1994

Its: Member

By: 
Sarah Livia Brightwood

Its: Member

By: _____
Deborah Szekely, Trustee of the Szekely Revocable Trust, dated May 14, 1987, as amended

Its: Member

GOLDEN DOOR,
a California corporation

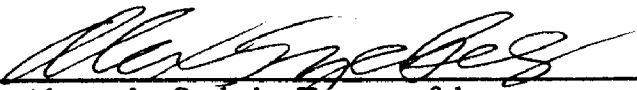
By: 
Alexandre Szekely


Its: President

By: 
Sarah Livia Brightwood


Its: Vice President/Public Relations

**DEER SPRINGS RANCH, LLC, a California
limited liability company**


By: Alexandre Szekely, Trustee of the
Alexandre Szekely Trust, dated
June 3, 1994
Its: Member


By: Sarah Livia Brightwood, Trustee of the
Sarah Livia Brightwood Revocable Trust,
Dated July 22, 1993
Its: Member

**DEBORAH SZEKELY, an unmarried woman,
individually and as Trustee of THE SZEKELY
REVOCABLE TRUST, also known as THE
SZEKELY REVOCABLE LIVING TRUST, dated
May 14, 1987**


**SARAH LIVIA BRIGHTWOOD, a married
woman, also known as LIVIA SZEKELY, also
known as LIVIA SOLEDAD SZEKELY, also known
as LIVIA S. SZEKELY, individually and as Co-
Trustee of THE SARAH LIVIA BRIGHTWOOD
REVOCABLE TRUST, dated July 22, 1993**

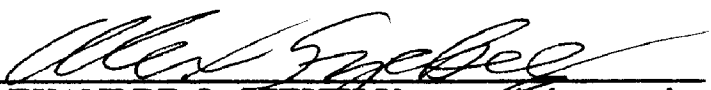

**ALEXANDRE O. SZEKELY, a married man, also
known as ALEXANDRE ODIN SZEKELY,
individually and as Trustee of THE ALEXANDRE
SZEKELY TRUST, dated June 3, 1994**

EXHIBIT A

U.S. TRADEMARK REGISTRATIONS

| Mark | Application No. | Filing Date | Registration No. | Registration Date |
|--------------------------------------|-----------------|-------------|------------------|-------------------|
| GOLDEN DOOR | 72/221,040 | 06-14-65 | 819,245 | 11-22-66 |
| GOLDEN DOOR | 72/386,374 | 02-25-71 | 958,717 | 05-08-73 |
| GOLDEN DOOR | 73/813,530 | 07-19-89 | 1,592,438 | 04-17-90 |
| GOLDEN DOOR | 72/293,512 | 03-18-68 | 862,884 | 12-31-68 |
| GOLDEN DOOR | 72/390,491 | 04-28-71 | 943,405 | 09-19-72 |
| GOLDEN DOOR | 73/030,038 | 08-20-74 | 1,024,121 | 11-04-75 |
| GOLDEN DOOR | 73/232,040 | 09-19-79 | 1,192,934 | 04-06-82 |
| GOLDEN DOOR SPA AT SEA (Stylized) | 73/385,509 | 09-14-82 | 1,264,515 | 01-17-84 |
| GOLDEN DOOR HEALTH FAX | 73/820,979 | 08-22-89 | 1,603,698 | 06-26-90 |
| GOLDEN DOOR SOAP DROPS and Design | 72/172,307 | 07-02-63 | 802,855 | 01-25-66 |
| GOLDEN DOOR SPA LIFE | 74/453,470 | 11-02-93 | 1,903,838 | 07-04-95 |
| GOLDEN DOOR SPA SKIN | 75/006,625 | 10-17-95 | 2,056,297 | 04-22-97 |
| GOLDENDOOR.COM | 75/256,253 | 03-12-97 | | |
| IMBUE | 75/208,380 | 12-03-96 | | |
| RUNABOUT | | | 1,828,742 | |
| WALKABOUT | | | 1,843,408 | |
| CONFIDANTE COLLECTION | | | 1,620,733 | |
| CRISIS CREAM | | | 1,362,836 | |
| THE DOOR & Design | | | 1,222,927 | |
| JUBILEE | | | 1,158,713 | |
| MISCELLANEOUS DESIGN | | | 1,065,457 | |
| THE SILVER DOOR | 72/415,286 | 02-10-72 | 953,840 | 02-20-73 |
| ROSEMOUNT | 72/332,629 | 07-15-69 | 903,838 | 12-08-70 |

EXHIBIT B**FOREIGN TRADEMARK REGISTRATIONS**

| COUNTRY | MARK | Application/Registration No. |
|----------------|------------------------|-------------------------------------|
| Australia | GOLDEN DOOR | A 598207 |
| Australia | GOLDEN DOOR | 708625 |
| Canada | GOLDEN DOOR | TMA265,420 |
| Germany | GOLDEN DOOR | G38786 |
| Japan | GOLDEN DOOR & Design | 6-101572 |
| Japan | GOLDEN DOOR | 55021029 |
| Mexico | GOLDEN DOOR | 273,145 |
| Puerto Rico | GOLDEN DOOR | 021375 |
| United Kingdom | GOLDEN DOOR and Design | 1,186,828 |
| United Kingdom | GOLDEN DOOR | 1,185,230 |
| United Kingdom | GOLDEN DOOR | 1,185,231 |
| United Kingdom | GOLDEN DOOR | 1,185,232 |

EXHIBIT C

| STATE TRADEMARK REGISTRATIONS | | | |
|-------------------------------|----------------|---------------------|-------------------|
| Mark: | State: | Registration Number | Registration Date |
| GOLDEN DOOR | New Hampshire | 7689 | 11-28-87 |
| GOLDEN DOOR | Hawaii | 207634 | 06-03-97 |
| GOLDEN DOOR | Texas | 34592 | 10-27-87 |
| GOLDEN DOOR | Texas | 34593 | 10-27-87 |
| GOLDEN DOOR | Iowa | 151552 | 06-04-87 |
| GOLDEN DOOR | Massachusetts | 47631 | 01-15-93 |
| GOLDEN DOOR | Minnesota | 4825 | 07-25-94 |
| GOLDEN DOOR | Wyoming | 310330 | 05-13-96 |
| GOLDEN DOOR and Design | Montana | 18899 | 05-13-96 |
| GOLDEN DOOR and Design | Maine | 19960298 | 05-13-96 |
| GOLDEN DOOR and Design | Indiana | 50103816 | 06-07-96 |
| GOLDEN DOOR | Nevada | | 07-17-96 |
| GOLDEN DOOR | Mississippi | | 10-10-97 |
| GOLDEN DOOR | Kentucky | 11808 | 06-18-97 |
| GOLDEN DOOR | California | 010028 | 03-18-88 |
| GOLDEN DOOR | North Carolina | 2861 | 10-28-97 |
| GOLDEN DOOR | Kansas | | 09-28-97 |
| GOLDEN DOOR | Louisiana | | 04-22-97 |
| GOLDEN DOOR | Washington | 10614 | 01-07-88 |

STATE TRADEMARK REGISTRATIONS

| Mark: | State: | Registration Number | Registration Date |
|------------------------|----------------|---------------------|-------------------|
| GOLDEN DOOR | Delaware | 16244 | 01-04-88 |
| GOLDEN DOOR | Missouri | 5852 | 12-14-1987 |
| GOLDEN DOOR | Nebraska | | 10-06-97 |
| GOLDEN DOOR | North Dakota | 5320300 | 06-01-97 |
| GOLDEN DOOR | Virginia | | 10-10-97 |
| GOLDEN DOOR | Vermont | 4750 | 12-16-87 |
| GOLDEN DOOR | Oklahoma | 26704 | 09-06-94 |
| GOLDEN DOOR | Tennessee | | 09-23-97 |
| GOLDEN DOOR | Connecticut | 3904 | 09-22-97 |
| GOLDEN DOOR | Idaho | 8276 | 12-12-87 |
| GOLDEN DOOR | South Dakota | | 10-31-77 |
| GOLDEN DOOR | South Carolina | 146 | 07-28-87 |
| GOLDEN DOOR | Maryland | 1987S2006 | 07-31-87 |
| GOLDEN DOOR | California | 2112 | 03-18-88 |
| GOLDEN DOOR | Oregon | S12073 | 12-22-94 |
| GOLDEN DOOR | Colorado | T14111 | 04-18-97 |
| GOLDEN DOOR | California | 4647 | 03-11-96 |
| GOLDEN DOOR and Design | Utah | 35969 | 11-02-95 |
| GOLDEN DOOR | Georgia | S964 | 11-03-93 |
| GOLDEN DOOR | Illinois | 46139 | 06-11-97 |
| GOLDEN DOOR | Ohio | SM2783 | 05-10-95 |
| GOLDEN DOOR | New Jersey | 434 | 08-06-87 |
| GOLDEN DOOR | New Mexico | TN87081004 | 08-11-87 |

STATE TRADEMARK REGISTRATIONS

| Mark: | State: | Registration Number | Registration Date |
|-------------|---------------|---------------------|-------------------|
| GOLDEN DOOR | Alabama | 106789 | 08-05-96 |
| GOLDEN DOOR | Michigan | M01408 | 12-04-96 |
| GOLDEN DOOR | Rhode Island | 771210 | 12-12-87 |
| GOLDEN DOOR | West Virginia | | 10-31-77 |
| GOLDEN DOOR | Alaska | 932 | 10-12-87 |
| GOLDEN DOOR | Utah | 23027 | 01-06-85 |
| GOLDEN DOOR | New York | 10288 | 11-14-87 |
| GOLDEN DOOR | Oklahoma | 14899 | |
| GOLDEN DOOR | Pennsylvania | | |

EXHIBIT D
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