

3/25/02

04-12-2002



Form PTO-1594
1-31-92

RE

102052621
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Wyndham IP Corporation

Individuals Association
 General Partnership - Limited Partnership -

Corporation-State - Delaware
 Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: JPMorgan Chase Bank
 Internal Address: _____
 Street Address: 270 Park Avenue
 City: New York State: New York Zip Code: 10017

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation- _____
 Other New York State Chartered Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other

Execution Date: February 28, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/904597	74/244942
75/546505	74/844792
76/299759	76/209227
76/300051	76/209228
75/862373	76/293447
76/243824	75/931500
76/293499	75/856143

Additional numbers attached? Yes No

Trademark Registration No.(s)

2077156	2475206	1442514	2447759
2302372	2008720	1443639	
2051491	2213900	1962596	
2183870	2280081	2096650	
2228677	2051544	2300685	
2481618	2051545	2444235	
2068875	2254292	2211849	

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Helen Bruno, Senior Legal Assistant
 Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas
 City: New York State: New York ZIP: 10036

6. Total number of applications and registrations involved: 36

7. Total fee (37 CFR 3.41): \$ 915.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
23-1705 (in case of deficiency)
 (Attach duplicate copy of this page if paying by deposit account)

04/12/2002 TDIAZ1 00000018 75904597

01 FC:481 40.00 OP
 02 FC:482 875.00 OP

DO NOT USE THIS SPACE

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.

Helen Bruno
 Name of Person Signing

Signature

March 25, 2002
 Date

Total number of pages comprising cover sheet: 7

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded.

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, WYNDHAM IP CORPORATION, a Delaware corporation (the "Grantor") with principal offices at 1950 Stemmons Freeway, Suite 6001, Dallas, Texas 75207, hereby assigns and grants to JPMorgan Chase Bank, as Collateral Agent, with principal offices at 270 Park Avenue, New York, NY 10017 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Amended and Restated Guaranty and Collateral Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated 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 is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Amended and Restated Guaranty and Collateral Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of June 30, 1999, as amended and restated as of February 29, 2002 (as amended from time to time, the "Guaranty and Collateral Agreement"). Upon the occurrence of the Termination Date (as defined in the Guaranty and Collateral Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

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 as 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.

* * *

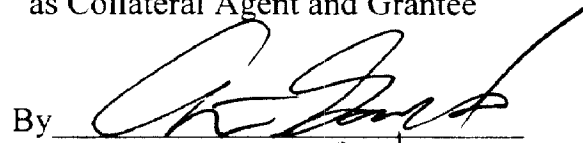
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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 28th day
of February, 2002.

WYNDHAM IP CORPORATION,
as Grantor

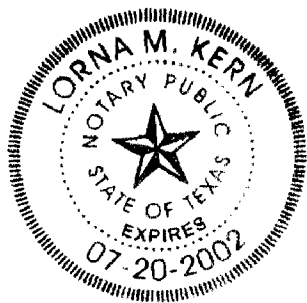
By 
Name: **John Bohlmann**
Title:

JPMORGAN CHASE BANK,
as Collateral Agent and Grantee

By 
Name: Christina Gould
Title: **Vice President**

STATE OF TEXAS)
) SS.:
COUNTY OF DALLAS)

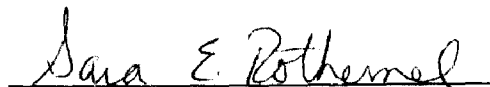
On this 27 day of February, 2002, before me personally came John P. Pohlman
who, being by me duly sworn, did state as follows: that [s]he is Vice President of
WYNDHAM IP CORPORATION, that [s]he is authorized to execute the foregoing Grant on
behalf of said corporation and that [s]he did so by authority of the Board of Directors of said
corporation.



Lorna M. Kern
Notary Public

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

On this 12 day of March, 2002, before me personally came Christina Gould who, being by me duly sworn, did state as follows: that she is Vice President of JPMORGAN CHASE BANK, that she is authorized to execute the foregoing Grant on behalf of said corporation and that she did so by authority of the Board of Directors of said corporation.


Notary Public

SARA E. ROTHERMEL
Notary Public, State of New York
No. 01106049704
Qualified by New York County
Certificate Expires 03/03/2002

<u>MARK</u>	<u>REG./APPLICATION NO.</u>	<u>REG. DATE</u>
800-WYNDHAM	2,077,156	
888-WYNDHAM	2,302,372	
AUGUSTINE'S AMERICAN BAR AND GRILL	75904597	
CALITERRA CAL-ITAL BAR & GRILL	75546505	
COPPER CREEK BAR AND GRILL	2,051,491	
EARTHSMART	76299759	
EARTHSMART & Design	76300051	
JANE AIR	75862373	
Miscellaneous Design (Woman/Briefcase Logo)	2,183,870	
Miscellaneous Design (Women with Briefcase)	2,228,677	
THE RANCH & Design	2,481,618	
THE RIGHT WAY. THE WYNDHAM WAY	2,068,875	
TRAVELS WITH JANE AIR & Design	2,475,206	
W & Design	2,008,720	
W & Design	2,213,900	
WHAT'S YOUR REQUEST?	76243824	
WHERE THERE'S A WYNDHAM, THERE'S A WAY	2,280,081	
WOMEN ON THE MOVE	2,051,544	
WOMEN ON THE MOVE & Design	2,051,545	
WOMEN ON THEIR WAY	2,254,292	
WYN CLUB	1,442,514	
WYN CLUB & Design	1,443,639	
WYNDHAM	74244942	
WYNDHAM BYREQUEST	74844792	
WYNDHAM FAMILY RETREAT	76209227	
WYNDHAM GARDEN	1,962,596	
WYNDHAM HOTELS & RESORTS & Design	2,096,650	
WYNDHAM INTERNATIONAL	2,300,685	
WYNDHAM KIDS RETREAT	76209228	
WYNDHAM LUXURY RESORTS	2,444,235	
WYNDHAM SPECIAL VACATIONS	2,211,849	
WYNDHAM VACATIONS MEMORIES. LET US TAKE YOU THERE	2,447,759	
WYNDHAM WEBRATES	76293447	
WYNDHAM WIRED	75931500	
WYNDLEADS	76293499	
WYNDHAM'S 50/50 ESCAPE	75856143	