

11-05-2002

FORM PTO-1594 U.S. DEPARTMENT OF  
(Rev. 6-93) RECORDATION FORM COVER SHEET  
OMB No. 0651-0011 (exp.4/94) **TRADEMARKS ONL**



102272503

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

1. Name of conveying party(ies):  
Hilton Hospitality, Inc. *10-29-02*

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State: Nevada  
 Other:

Additional name(s) of conveying party(ies)  
attached?  YES  NO

3. Nature of Conveyance:  
 Assignment                       Merger  
 Security Agreement     Change of Name  
 Other:  
 Execution Date: June 21, 2002

2. Name and address of receiving party(ies):  
Name: Harrison Conference Associates, Inc.  
Internal Address:

Street Address: 9336 Civic Center Drive  
City: Beverly Hills  
State: California ZIP: 90210

Individual(s) citizenship:  
 Association:  
 General Partnership:  
 Limited Partnership:  
 Corporation-State: Delaware  
 Other:  
 If assignee is not domiciled in the United States, a domestic representative designation is attached:  YES  NO  
 (Designation must be a separate document from Assignment)  
 Additional name(s) & address attached?  YES  NO

4. Application number(s) or registration number(s):  
 A. Trademark Application No.                      B. Trademark registration Nos: 1,953,109; 2,134,617; 1,033,316; 2,536,841; and 2,536,450

Additional numbers attached?  YES  NO

5. Name and address of party to whom correspondence concerning documents should be mailed:  
Name: Laura Genovese Miller  
Internal Address:  
Cozen O'Connor, P.C.  
1900 Market Street  
Philadelphia, PA 19103

*11/04/2002 TDIAZ1 00000029 501275 1953109*

*01 FC:8521 40.00 CH*  
*02 FC:8522 100.00 CH*

6. Total number of applications and registrations involved:  
5

7. Total fee (37 CFR 3.41):.....\$140.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 50-1275  
(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

9. 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.*

Laura Genovese Miller                      *Laura G. Miller*                      10/22/02  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 5

**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 including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project. (0651-0011).

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made and entered into as of this 21<sup>st</sup> day of June, 2002, by Hilton Hospitality, Inc., a Nevada corporation, with offices at 9336 Civic Center Drive, Beverly Hills, CA 90210 (as "Assignor") and Harrison Conference Associates, Inc., a Delaware corporation, located at 9336 Civic Center Drive, Beverly Hills, CA 90210 (as "Assignee").

### Recitals

**WHEREAS**, Assignor is the owner of certain trademarks identified in Schedule A attached hereto (the "Trademarks") embodied in certain Registrations in the United States Patent and Trademark Office, and in certain applications for Registration therein, and of all of the good will appertaining to such marks;

**WHEREAS**, Assignor is an affiliate of DoubleTree Hotels Corporation, an Arizona Corporation ("Seller") which has entered into a certain Purchase Agreement dated May 15, 2002 to sell to Aramark Services, Inc., a Delaware corporation ("Buyer"), all of the issued and outstanding shares of HCA (the "Purchase Agreement").

**WHEREAS**, pursuant to the terms of the Purchase Agreement, Assignor, as an affiliate of Seller, has agreed to assign, and Assignee has agreed to acquire the entire right, title and interest in and to the Trademarks and the United States Registrations and applications for Registration and the said good will;

**WHEREAS**, the Trademarks have been used by the Assignor and its affiliates (including without limitation, Assignee) to identify the Assignor and its affiliates as the source of those goods and services provided by the Assignor and its affiliates; and

**NOW THEREFORE**, for and in consideration of the sum of One Dollar (\$1.00) in hand paid by the said Assignee, the foregoing recitals (incorporated herein by this reference) the terms of the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Trademarks and the goodwill appertaining to the Trademarks, the same to be held and enjoyed by the said Assignee, its successors and assigns.

Further, the Assignor has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over to the said Assignee, all of Assignor's right, title and interest in and to all of the United States Registrations and applications for Registrations and other marks, as set forth on Schedule A attached hereto.

This Assignment shall be binding upon the parties, their respective successors and assigns and all others acting by, through, with or under their direction, and all those in privity therewith.

Following Closing under the Purchase Agreement, Assignor agrees to cooperate with Assignee in the manner described in Section 10.16 of the Purchase Agreement.

**IN WITNESS WHEREOF**, the Assignor by its duly authorized representative has hereunto set its hand and seal as of the date written below.

**HILTON HOSPITALITY, INC.**

By: Barbara Arnold  
Name: Barbara Arnold  
Title: Asst. Vice President  
Date: June 21, 2002

CITY OF Memphis :  
COUNTY OF Shelby : SS

On this 5<sup>th</sup> day of June, 2002 before me personally came the above named Barbara Arnold, to me personally known and known to me to be the same individual who executed the foregoing Assignment, and who acknowledged to me that the execution of the same was of that person's free will for the use and purposes therein set forth.



[Signature]  
Notary Public

My commission expires: 11-14-04

**SCHEDULE A TO TRADEMARK ASSIGNMENT****[Subject to review by Seller]**

United States Trademark and Service Mark Registrations:

| Mark / Goods/Services   | Record Owner   | Reg./App. No. and Issue/Filing Date   |
|---|--|---|
| <p>HARRISON<br/>CONFERENCE<br/>SERVICES THE STYLE,<br/>THE TALENT AND THE<br/>TECHNOLOGY FOR<br/>THE 21ST CENTURY</p> <p>Disclaims "Conference<br/>Services"</p> <p>For hotel services and<br/>providing general<br/>purpose convention<br/>facilities, in Class 42</p> | <p>Hilton Hospitality, Inc.<br/>(NV)</p> <p>(Assigned from<br/>Harrison Conferences<br/>Services, Inc. on July<br/>31, 2000)</p> | <p>US Reg. 1,953,109,<br/>Issued 1/30/96</p>  |
| <p>HARRISON<br/>CONFERENCE<br/>CENTER</p> <p>Disclaims "Conference<br/>Center"</p> <p>For hotel services and<br/>providing facilities to<br/>others in the nature of a<br/>conference center and<br/>executive training center<br/>in Class 42</p>                      | <p>Hilton Hospitality, Inc.<br/>(NV)</p> <p>(Assigned from<br/>Harrison Conferences<br/>Services, Inc. on July<br/>31, 2000)</p> | <p>US Reg. 2,134,617<br/>Issued 2/3/98</p>  |
| <p>HARRISON</p> <p>For hotel services and<br/>providing facilities to<br/>others in the nature of a<br/>conference center and<br/>executive training center<br/>in Class 42</p>   | <p>Hilton Hospitality, Inc.<br/>(NV)</p> <p>(Assigned from<br/>Harrison Conferences<br/>Services, Inc. on July<br/>31, 2000)</p> | <p>US Reg. 1,033,316<br/>Issued 2/10/76<br/>Renewed<br/>2/10/96</p> <p>Section 8 and 15 affidavits accepted;<br/>registration has attained<br/>"incontestable" status</p> |
| <p>KNOWING WHAT<br/>MATTERS</p> <p>Providing facilities for</p>   | <p>Hilton Hospitality, Inc.</p>  | <p>US Reg. 2,536,841<br/>Issued 2/5/02</p>  |

|                                  |                          |                                    |
|----------------------------------|--------------------------|------------------------------------|
| business meetings in<br>Class 35 |                          |                                    |
| KNOWING WHAT<br>MATTERS          | Hilton Hospitality, Inc. | US Reg. 2,536,450<br>Issued 2/5/02 |
| For hotels in Class 42           |                          |                                    |

United States Trademark and Service Mark Registration Applications:

None.

Unregistered Trademarks and Service Marks:

None.

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