

Form PTO-1594
(rev 06/04)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U. S. Department of Commerce
Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying party(ies)/Execution Date(s):

Chemical Bank

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation - Delaware
- Other: Bank

Citizenship _____

Execution Date(s) April 29, 1993

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

2. Name and Address of receiving party(ies)

Additional name(s) & address(es) attached? Yes No

Name: Hospitality Franchise Systems, Inc.

Internal Address: P.O. Box 278

Street Address: 339 Jefferson Road

City: Parsippany

State: New Jersey

Country: _____ Zip: 07054

Association - Citizenship _____

General Partnership - Citizenship _____

Limited Partnership - Citizenship _____

Corporation - Citizenship Delaware

Other _____

Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No.

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Government Interest Assignment
- Other Corrective Recordation to Correct

Brief for Document Recorded at Reel/Frame

0975/0240 from a Security Interest to a Release

of Security Interest

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

A. Trademark Application No(s).

74068036 74094909

B. Trademark Registration No(s).

1506553	1509627	1102391
1506552	1385515	909157
882257	714495	1336060
1378359	1530295	1640028
1603975	924414	836077

Additional numbers attached? Yes No

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

Elaine D. Ziff, Esq.
 SKADDEN, ARPS, SLATE, MEAGHER
 & FLOM LLP
 Four Times Square
 New York, New York 10036
 Tel: (212) 735-2656
 Fax: (917) 777-2656
 eziff@skadden.com

6. Total number of applications and registrations involved:

26

7. Total fee (37 CFR 1.21(h) and 3.41) \$665

All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 284010/1)

8. Payment Information

Deposit Account No. 19-2385

Authorized user Name: Philip Bartels

9. Signature.

Signature

Elaine D. Ziff, Esq.

Name of Person Signing

August 18, 2005

Date

Total number of pages including cover sheet, and documents:

10

CIH \$665.00 192385 74068036

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CONTINUATION OF ITEM 4. Trademark Application and Registration Numbers

A. Trademark Application No(s).	B. Trademark Registration No(s).
	1570439
	711639
	1448968
	1448743
	807579
	537778
	1417818
	1135366
	1094091

TRADEMARK SECURITY AGREEMENT TERMINATION

(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, HOSPITALITY FRANCHISE SYSTEMS, INC., a Delaware corporation and each Subsidiary of Hospitality Franchise Systems, Inc. listed on Schedule B annexed hereto, (collectively, the "Pledgors") own the Trademarks (defined as all of the following: all trademarks, trade names, business names, fictitious business names, trade dress, service marks, logos, other source or business identifiers, and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and all reissues, extensions or renewals thereof) listed on Schedule A annexed hereto (the "Trademarks");

WHEREAS, the Pledgors, Days Inns of America, Inc. (formerly known as Days Inn Acquisition Corp.), certain Lenders referred to therein, Chemical Bank as Administrative Agent (the "Administrative Agent"), and Long-Term Credit Bank of Japan Limited, New York Branch, Banque Paribas and Canadian Imperial Bank of Commerce as Co-Agents, are parties to a Credit, Security, Guaranty and Pledge Agreement dated as of January 30, 1992 (as amended, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Credit Agreement, the Pledgors granted to the Administrative Agent (for the benefit of the Lenders) a security interest in all of the personal property of the Pledgors including all right, title and interest of each Pledgor in, to and under all of the Pledgors' Trademarks and Trademark licenses whether presently existing or hereafter arising or acquired, together with the goodwill of the business connected with and symbolized by the Trademarks and all proceeds thereof, including, without limitation, any and all causes of action which may exist now or in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of the Obligations (as defined in the Credit Agreement) and each Pledgor's respective Guaranty Obligations (as defined in the Credit Agreement);

WHEREAS, pursuant to a Trademark Security Agreement dated as of January 30, 1992 among the Pledgors and the Administrative Agent (as amended, the "Trademark Security Agreement"), a security interest was granted by the Pledgors in favor of the Administrative Agent (for the benefit of the Lenders) in the Trademarks and certain other Trademark Collateral (as defined in the Trademark Security Agreement) and evidence of such security interest was recorded in the U.S. Trademark and Patent Office; and

WHEREAS, the Obligations of the Pledgors and each Pledgor's respective Guaranty Obligations have been satisfied;

NOW THEREFORE, in consideration of the satisfaction of the Obligations and Guaranty Obligations, the Administrative Agent (on behalf of the Lenders) hereby releases and terminates its security interest in any and all of the Pledgors' right, title and interest in, to and under each Trademark, Trademark license, all of the goodwill of the business connected with the use of, and symbolized by, each Trademark and any other Trademark Collateral.

This Trademark Security Agreement Termination shall be governed by the laws of the State of New York.

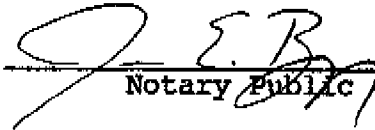
IN WITNESS WHEREOF, the undersigned has caused this Trademark Security Agreement Termination to be duly executed by its officers thereunto duly authorized as of April 29, 1993.

CHEMICAL BANK,
as Administrative Agent

By: Sandra R. Ancelet
Name: Sandra R. Ancelet
Title: Vice President

STATE OF)
) ss:
 COUNTY OF)

On the 29th day of April, 1993, before me personally came Sandra B. Anselitz, to me known, who, being by me duly sworn, did depose and say that he/she resides at 233 E. 41st St, NY NY 10021; that he/she is the [Vice President] of [Chemical Bank], the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors for said Corporation.


 Notary Public

JAMES E. BRAGG
 NOTARY PUBLIC, State of New York
 No. 4936915
 Qualified in Queens County
 Commission Expires May 4, 1994

SCHEDULE A

I. United States Trademarks

<u>Registration Number</u>	<u>Mark</u>	<u>Registration Date</u>
1,506,553	Howard Johnson with design (Hotel services)	9/27/88
1,509,627	Howard Johnson Executive Section with Design	10/18/88
1,102,391	"Sweet Daddy's" Oklahoma Registration	9/12/78
1,506,552	Howard Johnson Plaza Hotel with Design	9/27/88
1,385,515	"PH Plus Design"	3/4/86
909,157	"Orange Pages Plus Design"	3/2/71
882,257	"Howard Johnson's Plus Design"	12/6/69
714,495	"Howard Johnson's"	4/25/61
1,336,060	"HJH Plus Design"	5/14/85
1,378,359	"A Good Deal and A Good Deal More"	1/14/86
1,530,295	"HJ"	3/14/89
1,640,028	"Home of the Road Warrior"	4/2/91
1,603,975	Howard Johnson Park Square Inn	6/26/90
924,414	"Howard Johnson's Instant Host Plus Design"	11/23/71
836,077	Howard Johnson Roof Design	9/26/67
1,570,439	Howard Johnson with Design	12/5/89
711,639	Howard Johnson's	2/21/61

TRADEMARK

REEL: 003176 FRAME: 0312

<u>Registration Number</u>	<u>Mark</u>	<u>Registration Date</u>
1,448,968	Deli Baker Ice Cream Maker	7/21/87
1,448,743	Conestruction	7/21/87
807,579	Howard Johnson's	4/26/66
537,778	Simple Simon Pie Man Design	2/13/51
1,417,818	Deli - Baker - Ice Cream Maker (Stylized)	11/18/86
1,135,366	"Lucky Lil's"	5/13/80
1,094,091	"Ho Jo to Go"	6/20/78
332	O'Hare Plaza (IL Registration)	N/A

United States Trademark Applications Pending

<u>Serial No.</u>	<u>Mark</u>	<u>Filing Date</u>
74-068036	HoJo	6/11/90
74-094909	HoJo Inn	9/6/90

II. Foreign Trademarks

<u>Country</u>	<u>Mark</u>	<u>Registration Number</u>
Argentina	Howard Johnson	1,024,393;
Bahamas	Ground Round in Circle E Design	9539
	Howard Johnson	13775, 13776, 13778, 13779
Belgium	Howard Johnson's	115.112
Canada	Chatt's	283322

<u>Country</u>	<u>Mark</u>	<u>Registration Number</u>
	Cockney Pride	179287
	ESP	295695
	Faces	237429
	Faces East	245958
	Faces International Club	243497
	Howard Johnson	201258
	Howard Johnson's	136410
Chile	Howard Johnson's	286556
Columbia	Howard Johnson	76530
		76531
	Howard Johnson's	220129
		116104
Costa Rica	Howard Johnson's	38689/13601
		38688/13602
Dominican Republic	Howard Johnson's	26350
		5755
Guatemala	Howard Johnson's	41982
Israel	Howard Johnson's	48885
		4888A
Jamaica	Howard Johnson's	14758 Roof Design
		14635
		14636
Korea	Howard Johnson	13,295
		208,644
Mexico	Howard Johnson's	359538
		359539
		345716; Class 45
		345717; Class 46
		352689; Class 66
		51133; Class 2
	Howard Johnson Park Square Inn	51134; Class 37, 66

<u>Country</u>	<u>Mark</u>	<u>Registration Number</u>
Panama	Howard Johnson's	7261
Paraguay	Howard Johnson's	92338
Spain	Howard Johnson's	565309 Roof Design 565311 565309
Venezuela	Howard Johnson's	64873-F 64668-F 7908-D 19745-D

Foreign Trademark Applications Pending

<u>Country</u>	<u>Mark</u>
Bahamas	Howard Johnson and Design
Canada	Howard Johnson Park Square Inn Howard Johnson Plaza Hotel Howard Johnson Plaza Suite Hotel Road Warrior
Germany	Howard Johnson
Hong Kong	Howard Johnson
India	Howard Johnson
Japan	Howard Johnson
Mexico	Howard Johnson Plaza and Design
New Zealand	Howard Johnson
United Kingdom	Howard Johnson

SCHEDULE B**Pledgors**

1. Hospitality Franchise Systems, Inc.
2. HFS Holdings, Inc.
3. Howard Johnson Franchise Systems, Inc.
4. ITN Marketing, Inc.
5. International Property Control Systems, Inc.
6. PDQ Productions, Inc.
7. TM Acquisition Corp.
8. Ramada Franchise Systems, Inc.