

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------|----------|----------------|-------------------------------------|
| HLT Domestic IP LLC | | 03/31/2010 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

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|--------------------------|---|
| Name: | U.S. Bank National Association, Not Individually But Soley As Trustee For Maiden Lane Commercial Mortgage Backed Securities Trust 2008 1(As Successor-In-Interest To Bear Stearns Commercial Mortgage, Inc. Soley With Respect To The Loan) |
| Street Address: | 60 Livingston Avenue |
| Internal Address: | EP MN WS3D |
| City: | St. Paul |
| State/Country: | MINNESOTA |
| Postal Code: | 55107 |
| Entity Type: | National Association: UNITED STATES |

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|--------------------------|---|
| Name: | Bank of America, N.A. |
| Street Address: | Hearst Tower |
| Internal Address: | 214 North Tryon Street |
| City: | Charlotte |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 28255 |
| Entity Type: | National Banking Association: UNITED STATES |

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|--------------------------|---|
| Name: | Exmoor 2008 1, Ltd. (as successor-in-interest to German American Capital Corporation) |
| Street Address: | c/o Maples Finance Limited |
| Internal Address: | P.O. Box 1093 |
| City: | Boundary Hall, Cricket Sq., Grand Cayman |
| State/Country: | CAYMAN ISLANDS |
| Postal Code: | KY1 1102 |
| Entity Type: | LIMITED LIABILITY COMPANY: CAYMAN ISLANDS |

OP \$140.00 3659628

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|-----------------|--|
| Name: | Goldman Sachs Credit Partners L.P. (as successor-in-interest to Goldman Sachs Mortgage Company)) |
| Street Address: | 85 Broad Street |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10004 |
| Entity Type: | LIMITED PARTNERSHIP: NEW YORK |

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|-------------------|---------------------------------------|
| Name: | CCP Credit Acquisition Holdings, LLC |
| Street Address: | c/o Centerbridge Credit Advisors, LLC |
| Internal Address: | 375 Park Avenue, 12th Floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10152 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

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|-------------------|---|
| Name: | Centerbridge Special Credit Partners, L.P. (as successor-in-interest to Morgan Stanley Mortgage Capital Holdings LLC) |
| Street Address: | c/o Centerbridge Credit Advisors, LLC |
| Internal Address: | 375 Park Avenue, 12th Floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10152 |
| Entity Type: | LIMITED PARTNERSHIP: DELAWARE |

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|-------------------|-------------------------------------|
| Name: | Merrill Lynch Mortgage Lending Inc. |
| Street Address: | Four World Financial Center |
| Internal Address: | 16th Floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10080 |
| Entity Type: | CORPORATION: DELAWARE |

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|-----------------|--------------------------------------|
| Name: | General Electric Capital Corporation |
| Street Address: | 901 Main Avenue |
| City: | Norwalk |
| State/Country: | CONNECTICUT |
| Postal Code: | 06851-1187 |
| Entity Type: | CORPORATION: DELAWARE |

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|-------|--------------------------|
| Name: | Carbon Capital III, Inc. |
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| Street Address: | c/o BlackRock Financial Management, Inc. |
| Internal Address: | 40 East 52nd Street |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10022 |
| Entity Type: | CORPORATION: MARYLAND |

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|-------------------|--------------------------------|
| Name: | Lehman Brothers Holdings, Inc. |
| Street Address: | 1271 Avenue of the Americas |
| Internal Address: | 46th Floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10020 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 5

| Property Type | Number | Word Mark |
|----------------------|----------|-----------|
| Registration Number: | 3659628 | |
| Serial Number: | 77648918 | |
| Registration Number: | 3659629 | |
| Serial Number: | 77648922 | |
| Serial Number: | 77836376 | WA |

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7976
Email: ksolomon@stblaw.com
Correspondent Name: Mindy M. Lok, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

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| ATTORNEY DOCKET NUMBER: | 010396/0892 |
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DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

TRADEMARK

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| NAME OF SUBMITTER: | Mindy M. Lok |
| Signature: | /ml/ |
| Date: | 04/12/2010 |
| Total Attachments: 4 source=HLTTMSI#page1.tif source=HLTTMSI#page2.tif source=HLTTMSI#page3.tif source=HLTTMSI#page4.tif | |

U.S. TRADEMARK SECURITY AGREEMENT

This U.S. TRADEMARK SECURITY AGREEMENT (this "Security Agreement"), dated as of March 31, 2010 by and between HLT Domestic IP LLC ("Pledgor"), a Delaware limited liability company and U.S. BANK NATIONAL ASSOCIATION, NOT INDIVIDUALLY BUT SOLELY AS TRUSTEE FOR MAIDEN LANE COMMERCIAL MORTGAGE BACKED SECURITIES TRUST 2008 1 (as successor-in-interest to Bear Stearns Commercial Mortgage, Inc. solely with respect to the Loan), having an address at 60 Livingston Avenue, EP MN WS3D, St. Paul, Minnesota 55107, Attention: Structured Finance Maiden Lane CMBS Trust 2008 1, BANK OF AMERICA, N.A., a national banking association, having an address at Hearst Tower, 214 North Tryon Street, Charlotte, North Carolina 28255, EXMOOR 2008 1, LTD. (as successor-in-interest to German American Capital Corporation), having an address at c/o Maples Finance Limited, PO Box 1093, Boundary Hall, Cricket Square, Grand Cayman, KY1 1102, Cayman Islands, GOLDMAN SACHS CREDIT PARTNERS L.P., a New York limited partnership (as successor-in-interest to Goldman Sachs Mortgage Company), having an address at 85 Broad Street, New York, New York 10004, CCP CREDIT ACQUISITION HOLDINGS, LLC, a Delaware limited liability company and CENTERBRIDGE SPECIAL CREDIT PARTNERS, L.P., a Delaware limited partnership (as successor-in-interest to Morgan Stanley Mortgage Capital Holdings LLC) each having an address at c/o Centerbridge Credit Advisors, LLC, 375 Park Avenue, 12th Floor, New York, NY 10152, MERRILL LYNCH MORTGAGE LENDING INC., a Delaware corporation, having an office at Four World Financial Center, 16th Floor, New York, New York 10080, GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, having an address at 901 Main Avenue, Norwalk, CT 06851 1187, CARBON CAPITAL III, INC., a Maryland corporation, having an address c/o BlackRock Financial Management, Inc., 40 East 52nd Street, New York, New York 10022, and LEHMAN BROTHERS HOLDINGS, INC., a Delaware corporation, having an office at 1271 Avenue of the Americas, 46th Floor, New York, New York 10020 (each a "Co-Lender" and, collectively, "Lender").

WHEREAS, pursuant to Section 2 of the Mortgage Loan Intellectual Property Security Agreement and Collateral Assignment dated as of October 24, 2007 and as amended from time to time (the "Mortgage Agreement"; capitalized terms used but not defined herein have the meanings ascribed in the Mortgage Agreement), Pledgor has pledged, granted, assigned and transferred to Lender, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Debt, a first priority security interest in all of its respective right, title and interest to and under, in each case, whether now owned or existing, or hereafter acquired or arising, in the Pledged Collateral, which includes the U.S. trademark registrations and applications set forth on Schedule A (the "Trademark Collateral"); and

WHEREAS, pursuant to Section 4(b) of the Mortgage Agreement, Pledgor has agreed to take such further actions as Lender may reasonably request for the purposes of obtaining, creating, perfecting, validating or preserving Lender's rights and powers granted under the Mortgage Agreement, including executing and delivering this Security Agreement to record the security interest granted by the Pledgor to the Lender in all of its respective right, title, and interest to and under its Intellectual Property, including the Trademark Collateral, acquired or arising following the execution of the Mortgage Agreement;

WHEREAS, the Pledgor and Lender hereby agree that this Security Agreement shall be filed in the U.S. Patent and Trademark Office (the "USPTO") within ten (10) days after the date of execution of the Sixth Omnibus Amendment to Loan Agreement and Loan Documents (the "Sixth Amendment");

NOW THEREFORE, for good and valuable consideration (including that recited in the Mortgage Agreement and the Sixth Amendment), the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. The parties confirm that, pursuant to Section 2 of the Mortgage Agreement, Pledgor has pledged, granted, assigned and transferred to Lender, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Debt, a first priority security interest in all of its respective right, title and interest to and under the Trademark Collateral.

SECTION 2. The parties agree that this Security Agreement has been executed pursuant to Section 4(b) of the Mortgage Agreement for the sole purpose of recording the security interest granted in the Mortgage Agreement with the USPTO and is expressly subject to the terms and conditions of the Mortgage Agreement. The Mortgage Agreement (and all rights and remedies of the parties therein) shall remain in full force and effect in accordance with its terms, and all such terms are incorporated herein by reference. In the event of any conflict between this Security Agreement and the Mortgage Agreement, the terms of the Mortgage Agreement and Sixth Amendment shall govern.

SECTION 3. Pledgor shall, from time to time, execute and deliver such further documents, instruments and agreements and take all such further actions as Lender shall request and as may be necessary or desirable to evidence, perfect, preserve or protect the interest of Lender in the Trademark Collateral.


SECTION 4. This Security Agreement shall be binding upon and shall inure to the benefit of the Lender and its successor and assigns. The rights of and benefits to Lender under this Security Agreement shall automatically be transferred to any permitted transferee to which Lender transfers the Note and that certain Loan Agreement dated as of October 24, 2007 (as amended, restated, supplemented or otherwise modified from time to time, collectively, the "Loan Agreement").

SECTION 5. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

SECTION 6. This Security Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same document.

IN WITNESS WHEREOF, this Security Agreement has been duly executed this
31st day of March, 2010.

HLT DOMESTIC IP LLC

By: 
Name: Andrew Lax
Title: Vice President

SCHEDULE A

U.S. Trademark Registrations and Applications

| Country | Title | Class | App. No. | App. Date | Reg. No. | Reg. Date | Owner |
|---------------|--|-------|----------|-----------|----------|-----------|---------------------|
| United States | Black & White 3-D Embassy Suites Sign (design) | 43 | 77648927 | 1/14/09 | 3659628 | 7/21/09 | HLT Domestic IP LLC |
| United States | Black & White 3-D Hampton Sign (design) | 43 | 77648918 | 1/14/09 | | | HLT Domestic IP LLC |
| United States | Color 3-D Embassy Suites Sign (design) | 43 | 77648932 | 1/14/09 | 3659629 | 7/21/09 | HLT Domestic IP LLC |
| United States | Color 3-D Hampton Sign (design) | 43 | 77648922 | 1/14/09 | | | HLT Domestic IP LLC |
| United States | WA (design) | 43 | 77836376 | 9/28/09 | | | HLT Domestic IP LLC |