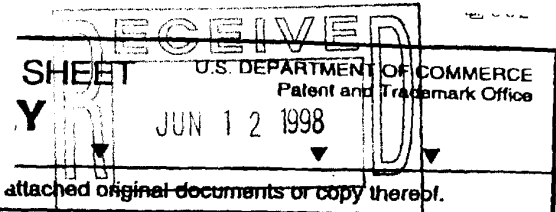


MRO 6-12-98

FORM PTO-1594
Rev. 6-93)
JMB No. 0651-0011 (exp. 4/94)

RE 06-24-1998



Tab settings

To the Honorable Commissioner of F. 100745490

attached original documents or copy thereof.

1. Name of conveying party(ies):
 Best Acquisition, Inc., a Georgia Corporation

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

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

2. Name and address of receiving party(ies)
 Name: U.S. Franchise Systems, Inc.

Internal Address: Suite 250

Street Address: 13 Corporate Square

City: Atlanta State: GA ZIP: 30329

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
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: April 28, 1998

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

(1) Best Inns of America 1,117,458
 (2) Best Suites of America 1,647,732
 (3) Sweet Suites Rates! 2,057,353

Additional numbers attached? Yes No

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

Name: Timothy J. Ramsey

Internal Address: Bodker, Ramsey & Andrews

Street Address: Suite 615
 1800 Peachtree Street, N.W.

City: Atlanta State: GA ZIP: 30309

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit

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.

Timothy J. Ramsey

Name of Person Signing Signature

June 30, 1998 Date

Total number of pages including cover sheet, attachments, and document: 6

Mall documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK
 REEL: 1744 FRAME: 0047

06/22/1998
 01 FC:481
 02 FC:482

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT, dated April 28, 1998 by and between BEST ACQUISITION, INC., a Georgia corporation having an address at 13 Corporate Square, Suite 250, Atlanta, Georgia 30329 ("Assignor") and U.S. FRANCHISE SYSTEMS, INC., a Delaware corporation having an address at 13 Corporate Square, Suite 250, Atlanta, Georgia 30329 ("Assignee").

WHEREAS, Assignor is a wholly-owned subsidiary of Assignee;

WHEREAS, Assignor is a party to a certain Agreement of Purchase and Sale, dated as of December 15, 1997, made by and between Assignee, as purchaser, and America's Best Inns, Inc. ("ABI") and each of the other Selling Entities listed on Schedule I thereto, as sellers (collectively with ABI, the "Sellers"), including all amendments, exhibits, schedules and amendments thereto (collectively, the "Purchase Agreement"), pursuant to which the Sellers sold their Intellectual Property (as defined in the Purchase Agreement), including the trademarks listed on Schedule I annexed hereto, to Assignor;

WHEREAS, Assignor is a party to a certain Assignment and Assumption Agreement dated April 28, 1998 made between and among the Sellers, as assignors, and Assignor, as assignee, (the "BAI Assignment") pursuant to which the Sellers assigned all of their rights, title and interest in the Intellectual Property to Assignor and delegated the performance of all of their covenants and obligations relating to the Intellectual Property (except as provided in the Purchase Agreement), including the trademarks listed on Schedule I annexed hereto, to Assignor, and Assignor accepted the assignment of such rights, title and interest and assumed all of the covenants and obligations of the Sellers relating to the Intellectual Property (except as provided in the Purchase Agreement);

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks listed on Schedule I annexed hereto, including all registrations therefor (collectively, the "Trademarks") and the goodwill of the business symbolized by the Trademarks;

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to the Trademarks (including all registrations therefor) and the goodwill of the business symbolized by the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby transfer, assign and otherwise convey to Assignee all of Assignor's right, title and interest throughout the world, in, to and under the following:

1. the Trademarks and any renewals thereof;

2. the goodwill symbolized by and associated with the business conducted under said Trademarks; and
3. the right to sue for past, present and future infringement of the Trademarks.


Assignor hereby agrees promptly to execute all papers and to perform such other proper acts reasonably necessary to secure to Assignee, or to its successors and assigns, the rights hereby transferred, including but not limited to Assignor's execution of assignments in recordable form within a reasonable amount of time after the date hereof in each jurisdiction where trademark or service mark registrations or applications may be issued or pending.

Assignor hereby represents that (1) all registered trademarks held by Assignor are valid and subsisting; (2) that Assignor has taken all necessary action to maintain and protect the Intellectual Property (as defined in the Purchase Agreement) other than such actions taken in the ordinary course of business of the Assignor that would not reasonably be expected to have a material adverse effect on any of the Intellectual Property.

This Trademark Assignment is governed by the laws of the State of New York, applicable to contracts made and performed wholly within the State, without reference to its conflicts of law provisions, and the by trademark laws of the United States, as applicable.


IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be duly executed by its officer thereunto duly authorized as of this 25th day of Apr., 1998.

BEST ACQUISITION, INC.

By: 
 Stephen D. Aronson
 Secretary and Associate General
 Counsel

Acknowledged and Agreed to:

U.S. FRANCHISE SYSTEMS, INC.

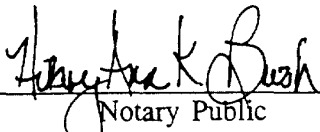
By: 
 James Darby
 Executive Vice President

TRADEMARK
 REEL: 1744 FRAME: 0049

STATE OF)
 : ss.:
COUNTY OF)

On the 12th day of May, 1998, before me personally came Stephen D. Aronson, to me personally known and known to me to be the person described in and who executed the foregoing instrument as Secretary and Associate General Counsel of BEST ACQUISITION, INC., the Georgia corporation described in and which executed the foregoing instrument ("BAI"), who being by me duly sworn, did depose and say that he resides at

_____ ;
that he is the Secretary and Associate General Counsel of BAI, that the said instrument was signed on behalf of BAI; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of BAI.



Notary Public
Notary Public, DeKalb County, Georgia
My Commission Expires July 31, 1999

TRADEMARK
REEL: 1744 FRAME: 0050

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

On the 12th day of May, 1998, before me personally came James Darby, to me personally known and known to me to be the person described in and who executed the foregoing instrument as Executive Vice President of U.S. FRANCHISE SYSTEMS, INC., the Delaware corporation described in and which executed the foregoing instrument ("USFS"), who being by me duly sworn, did depose and say that he resides at

_____;
that he is the Executive Vice President of USFS, that the said instrument was signed on behalf of USFS; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of USFS.



Notary Public

Notary Public, DeKalb County, Georgia
My Commission Expires July 31, 1999

Doc#:DS4:384103.1

SCHEDULE I

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
BEST INNS OF AMERICA	1,117,458	May 1, 1979
BEST SUITES OF AMERICA	1,647,732	June 11, 1991
SWEET SUITE RATES!	2,057,353	April 29, 1997