

08-20-2001

Form PTO-1594
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



101816470

To the Honorable Commissioner of Pat

and original documents or copy thereof.

1. Name of conveying party(ies):

Extended Stay America, Inc.

- Individuals
- General Partnership -
- Corporation-State - Delaware
- Other
- Association
- Limited Partnership

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

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

Name: The Industrial Bank of Japan, Limited

Internal Address: _____

Street Address: 1251 Avenue of the Americas

City: New York State: New York ZIP: 10020-1104

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation- _____
- Other Collateral Agent

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
- Security Interest
- Other _____
- Merger
- Change of Name

Execution Date: July 24, 2001

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

A. Trademark Application No.(s)

Trademark Registration No.(s)\

2438715

Additional numbers attached? Yes No

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

Name: Francis L. McGrath, Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved

27

7. Total fee (37 CFR 3.41): \$ 690.00

- Enclosed
- Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:

(23-1705 in case of deficiency)

(Attach duplicate copy of this page if paying by deposit account)

08/17/2001 6T0M11 00000093 2438715

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 OP
650.00 OP

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.

Francis L. McGrath

Name of Person Signing

Signature

August 9, 2001

Date

Total number of pages comprising cover sheet:

1

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, 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), Washington, D.C. 20503.

SCHEDULE A

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
AMBAY	2,438,715	03/27/2001
CROSSLAND	2,157,514	05/12/1998
CROSSLAND ECONOMY STUDIOS & Design	2,154,308	04/28/1998
ESTADA	2,438,716	03/27/2001
EXTENDED STAY AMERICA	2,457,084	06/05/2001
EXTENDED STAY AMERICA	2,021,504	12/03/1996
EXTENDED STAY AMERICA EFFICIENCY STUDIOS	2,113,801	11/18/1997
EXTENDED STAY AMERICA EFFICIENCY STUDIOS & Design	2,113,800	11/18/1997
EXTENDED STAY AMERICA EFFICIENCY STUDIOS & Design	2,157,547	05/12/1998
FAMOUS ROAD WARRIOR	App. No. 75/673,895	Filed 04/05/1999
FAMOUS ROAD WARRIORS	2,363,320	06/27/2000
HOMETOWN INN	2,459,037	06/12/2001
PORTICO	2,113,876	11/18/1997
PORTICO DELUXE SUITES & Design	2,438,730	03/27/2001
PORTICO EFFICIENCY SUITES	App. No. 75/194,160	Filed 11/06/1996
ROAD WARRIOR	App. No. 75/658,157	Filed 03/11/1999
ROAD WARRIORS	2,456,070	05/29/2001
STUDIO PLUS	1,509,652	10/18/1988
STUDIO PLUS & Design	1,439,594	05/12/1987
STUDIO PLUS & Design	2,015,403	11/12/1996
STUDIO PLUS DELUXE STUDIOS	2,304,753	12/28/1999
STUDIO PLUS DELUXE STUDIOS & Design	2,430,232	02/20/2001
STUDIOPLUS (Stylized)	2,116,171	11/25/1997
THE AFFORDABLE WAY TO STAY. AND STAY. AND STAY.	2,157,712	05/12/1998
U.S. STAY	2,438,714	03/27/2001
YOUR PERFECT PLACE FOR AN EXTENDED STAY	1,513,046	11/15/1988
EXTSTAY.COM	App. No. 76/268,139	Filed 06/07/2001

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Extended Stay America, Inc., a Delaware corporation (the "Grantor") with principal offices at 450 East Las Olas Boulevard, Suite 1100, Ft. Lauderdale, FL 33301, hereby assigns and grants to The Industrial Bank of Japan, Limited, as Collateral Agent, with principal offices at 1251 Avenue of the Americas, New York, New York 10020-1104 (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 Security 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 Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of July 24, 2001 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security 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 Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security 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 Security Agreement, the provisions of the Security Agreement shall govern.

* * *

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

24th day of July, 2001.

EXTENDED STAY AMERICA, INC., Grantor

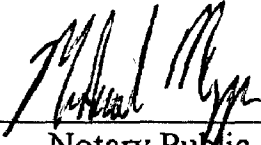
By Gregory P. Maxley
Name:
Title:

THE INDUSTRIAL BANK OF JAPAN, LIMITED,
as Collateral Agent and Grantee

By _____
Name:
Title:

STATE OF New York)
COUNTY OF New York) ss.:

On this 24th day of July, 2001, before me personally came _____
Greg Moxley who, being by me duly sworn, did state as follows: that [s]he is
C.F.O of Extended Stay America, Inc., 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.



Notary Public

MICHAEL MAGGI
Notary Public, State of New York
No. 01MA6030598
Qualified In Queens County
Certificate Filed In New York County
Commission Expires Sept. 13, 1001

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

24th day of July, 2001.

EXTENDED STAY AMERICA, INC., Grantor

By _____
Name:
Title:

THE INDUSTRIAL BANK OF JAPAN, LIMITED,
as Collateral Agent and Grantee

By Takuya Hara
Name:
Title:

STATE OF New York)
) ss:
COUNTY OF New York)

On this 23rd day of July, 2001, _____, before me personally came Takuya

Honjo _____ who, being by me duly sworn, did state as follows: that [s]he is Deputy General Manager of The Industrial Bank of Japan, Limited, 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.

Leslie L. Goudie
Notary Public

LESLIE L. GOUDIE
Notary Public, State of New York
No. 02G06023539
Qualified in New York County
Commission Expires April 26, 2003