

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Select Inns Franchising, Inc.		10/12/2004	CORPORATION: MINNESOTA

RECEIVING PARTY DATA	
Name:	Select Franchising, Inc.
Street Address:	1025 38th Street SW
Internal Address:	Suite B
City:	Fargo
State/Country:	NORTH DAKOTA
Postal Code:	58103
Entity Type:	CORPORATION: NORTH DAKOTA

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	1295191	SELECT INN
Registration Number:	1626418	SELECT HOTEL
Registration Number:	1627784	SELECT INN
Registration Number:	1627782	SELECT INN
Registration Number:	1243939	"ALWAYS A FRIEND ALWAYS A SMILE"

CORRESPONDENCE DATA	
Fax Number:	(952)896-1537
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	9528963397
Email:	ipgroup@larkinhoffman.com
Correspondent Name:	Thomas J. Oppold
Address Line 1:	1500 Wells Fargo Plaza
Address Line 2:	7900 Xerxes Avenue South
Address Line 4:	Bloomington, MINNESOTA 55431

ATTORNEY DOCKET NUMBER:	16238-05
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OP \$140.00 1295191

NAME OF SUBMITTER:

Cathryn J. Quinn

Total Attachments: 2

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment"), is made by and between Select Inns Franchising, Inc., a Minnesota corporation (the "Assignor") in favor of Select Franchising, Inc., a North Dakota corporation (the "Assignee"). Assignor and Assignee may be referred to in this Assignment, individually, as a "Party," and collectively as, "Parties."

WITNESSETH:

WHEREAS, by assignment having an effective date of September 4, 1991, Assignor acquired all right, title and interest in and to the United States trademarks and/or service marks identified in attached schedule A incorporated herein by reference (collectively, hereinafter the "Trademarks") from Select I.A., Inc., together with the goodwill of the business in connection with which the Trademarks are used, along with the right to sue and recover damages, and profits and any other available remedies for any past, present or future infringement thereof.

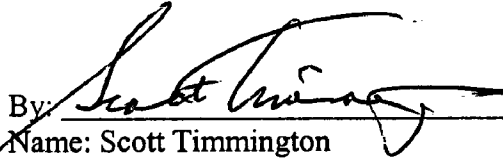
WHEREAS, the Parties had entered into an Asset Purchase Agreement effective August 29, 2003 (hereinafter the "Effective Date") by which Assignee acquired all right, title and interest in and to all of the assets of Assignor, including the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used.

WHEREAS, Assignee desires to record with the United States Patent and Trademark Office an assignment document to reflect the current ownership of the Trademarks.

NOW, THEREFORE, to the accomplishment of the foregoing premises and consistent with the above referenced Asset Purchase Agreement, and effective as of the Effective Date, Assignor hereby transfers, sells, assigns and sets over unto the Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Trademarks, together with all of the goodwill of the business in connection with which the Trademarks are used, along with the right to sue and recover damages, and profits and any other available remedies for any past, present or future infringement thereof as fully and entirely as the same would have been held and enjoyed by Assignor had this transfer and assignment not been made.

Assignor covenants and agrees that it will, without charge to Assignee, whenever so required by Assignee, execute and deliver such further instruments and perform any other reasonable acts that Assignee may require as may be necessary or convenient for vesting in Assignee the full benefit of all of the rights hereby assigned and/or provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in possession or control of Assignor.

EXECUTED this 12th day of OCTOBER, 2004.

By: 
Name: Scott Timmington
Title: President

SCHEDULE A

TRADEMARKS	U.S. REGISTRATION NO.
SELECT INN and design	1,295,191
SELECT HOTEL	1,626,418
SELECT INN and design	1,627,784
SELECT INN	1,627,782
ALWAYS A FRIEND ALWAYS A SMILE	1,243,939

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