

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 8/30/2005)

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Baymont Inns, Inc.

- Individual(s)
- General Partnership
- Corporation-State Wisconsin
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: 09/03/2004

2. Name and address of receiving party(ies)

Name: Baymont Licensing Corporation

Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_

Street Address: 909 Hidden Ridge, Suite 600

City: Irving State: TX Zip: 75038

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Nevada
- 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

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

A. Trademark Application No.(s) See Schedule A

B. Trademark Registration No.(s) See Schedule A

Additional number(s) attached  Yes  No

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

Name: William D. Raman

Internal Address: Wong Cabello, LLP

Street Address: P.O. Box 685108

City: Austin State: TX Zip: 78768

6. Total number of applications and registrations involved: 29

7. Total fee (37 CFR 3.41).....\$ 740.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

501922

(Please reference Attorney Docket No. 515.0001)

DO NOT USE THIS SPACE

9. Signature.

Sherri L. Eastley  
Name of Person Signing

*Sherri L. Eastley*  
Signature

12/1/04  
Date

Total number of pages including cover sheet, attachments, and document: 8

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

CIH \$740.00 501922 78208736

**SCHEDULE A**

|     | <b><u>MARK</u></b>                              | <b><u>REGISTRATION/APPLICATION NO.</u></b> |
|-----|---|--|
| 1.  | BAYMONT   | Reg. No. 2,258,085                         |
| 2.  | BAYMONT INN                                     | Reg. No. 2,286,567                         |
| 3.  | BAYMONT INN & SUITES and Design<br>(With Color) | Reg. No. 2,354,791                         |
| 4.  | BAYMONT INN & SUITES and Design<br>(With Color) | Reg. No. 2,399,770                         |
| 5.  | BAYMONT INN & SUITES and Design                 | Reg. No. 2,309,146                         |
| 6.  | BAYMONT INN and Design                          | Reg. No. 2,307,473                         |
| 7.  | BAYMONT INN and Design<br>(With Color)          | Reg. No. 2,354,792                         |
| 8.  | BAYMONT INN and Design<br>(With Color)          | Reg. No. 2,383,033                         |
| 9.  | BAYMONT INNS & SUITES                           | Reg. No. 2,713,336                         |
| 10. | BAYMONT REWARDS                                 | Reg. No. 2,426,636                         |
| 11. | BAYMONT REWARDS                                 | Reg. No. 2,407,225                         |
| 12. | CLUB BAYMONT                                    | Reg. No. 2,390,493                         |
| 13. | Miscellaneous Design (Building Design)          | Ser. No. 78/208,736                        |
| 14. | Miscellaneous Design (Building Design)          | Reg. No. 2,898,601                         |
| 15. | Miscellaneous Design (Building Design)          | Reg. No. 2,898,602                         |
| 16. | MORE FOR YOUR MONEY EVERY NIGHT. GUARANTEED.    | Reg. No. 1,868,760                         |
| 17. | WORTH CHECKING INTO                             | Reg. No. 2,662,794                         |
| 18. | IT'S TIME TO TURN IN                            | Ser. No. 78/322,069                        |
| 19. | OVATIONS  | Reg. No. 2,889,119                         |
| 20. | GUEST OVATIONS and Design<br>(With Color)       | Reg. No. 2,813,440                         |
| 21. | GUEST OVATIONS and Design<br>(With Color)       | Reg. No. 2,678,833                         |
| 22. | GUEST OVATIONS and Design                       | Reg. No. 2,664,260                         |
| 23. | GUEST OVATIONS                                  | Reg. No. 2,672,865                         |
| 24. | SMARTRAVELER, JR.                               | Reg. No. 2,549,643                         |
| 25. | SMARTRAVELER                                    | Reg. No. 2,542,701                         |
| 26. | DRIVEREVIVED and Design                         | Reg. No. 2,825,132                         |
| 27. | DRIVEREVIVED                                    | Reg. No. 2,731,871                         |
| 28. | ROADRUNNER CLUB                                 | Reg. No. 2,261,011                         |
| 29. | ROADRUNNER                                      | Reg. No. 1,728,473                         |

Execution Copy

## TRADE RIGHTS ASSIGNMENT

This TRADE RIGHTS ASSIGNMENT (this "Agreement") is entered into this 3<sup>rd</sup> day of September, 2004 by and between Baymont Inns, Inc., a Wisconsin corporation ("Assignor"), and Baymont Licensing Corporation, a Nevada corporation ("Assignee").

WHEREAS, Assignor, with its principal place of business located at 100 East Wisconsin Avenue, Suite 1900, Milwaukee, Wisconsin, is the owner of certain registered service marks listed on the attached Schedule A (the "Intellectual Property");

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of July 14, 2004, as amended as of the date hereof (the "Purchase Agreement"), by and among the Marcus Entities, including Assignor, and La Quinta Corporation ("La Quinta"), an affiliate of Assignee, the Marcus Entities have agreed to sell, assign, transfer, convey, and deliver all of their rights, title and interest in and to the Purchased Assets to La Quinta or its designated affiliates, and La Quinta has agreed to purchase and acquire such Purchased Assets from the Marcus Entities, either directly or through designated affiliates, including Assignee;

WHEREAS, the Purchased Assets include any and all Marcus Trade Rights of Assignor, including, without limitation, the Intellectual Property, all as and to the extent described and provided in the Purchase Agreement;

WHEREAS, pursuant to Section 17.2(a) of the Purchase Agreement, La Quinta has assigned its rights and interests with respect to the Baymont Trade Rights (as defined below) to Assignee and provided the Marcus Entities with the written notice required by such Section; and

WHEREAS, Assignee wishes to acquire the Marcus Trade Rights used in the operation of the Baymont Business, including, without limitation, the Intellectual Property, together with the goodwill of the Baymont Business but excluding certain registered copyrights, registered service marks and goodwill associated with the name "Budgetel" (collectively, the "Baymont Trade Rights").

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are acknowledged, the parties agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined in this Agreement have the meanings assigned to such terms in the Purchase Agreement.
2. Assignment. Assignor hereby agrees to and does sell, assign and transfer to Assignee the entire right, title and interest of Assignor in and to the Baymont Trade Rights, as well as all rights of enforcement and recovery for past infringement.
3. Terms of the Purchase Agreement. The Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided in the Purchase Agreement. In the event of any conflict or

inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Further Actions. Each party covenants and agrees, at its own expense, to execute and deliver, at the request of the other party, such further instruments of transfer and assignment and to take such other actions as the requesting party may reasonably request to more effectively consummate the assignments contemplated by this Agreement as and to the extent required by the Purchase Agreement.

5. Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon, or give to, any person other than the parties and their respective parents, affiliates, successors and permitted assigns under the Purchase Agreement any remedy or claim under or by reason of this Agreement or any agreements, terms, covenants or conditions hereof, and all the agreements, terms, covenants and conditions contained in this Agreement shall be for the sole and exclusive benefit of the parties and their respective parents, affiliates, successors and permitted assigns under the Purchase Agreement.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, duly authorized officers of Assignor and Assignee have executed this Agreement as of the date first above written.

**ASSIGNEE:**

**BAYMONT LICENSING CORPORATION**

By: David L. Rea  
Name: David L. Rea  
Title: Executive Vice President and Chief  
Financial Officer

**ASSIGNOR:**

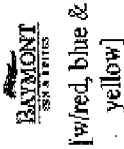




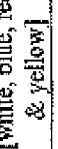
**BAYMONT INNS, INC.**




By: Steven S. Bartelt  
Name: Steven S. Bartelt  
Title: Vice President





*Signature Page Trade Rights Assignment - Baymont*

## SCHEDULE A

REGISTERED UNITED STATES TRADEMARKS

| MARK                 | IMAGE  | GOODS/<br>SERVICES       | DISCLAIMER   | REG.      | REG.NO. | REG.<br>DATE |
|----------------------|--|--------------------------|--|-----------|---------|--------------|
| BAYMONT              | [typed word]   | Hotel and motel services |  | Principal | 2258085 | 6/29/99      |
| BAYMONT INN          | [typed words]  | Hotel and motel services | No claim is made to the exclusive right to use "Inn" apart from the mark as shown          | Principal | 2286567 | 10/12/99     |
| BAYMONT INN & SUITES | <br>[w/red, blue & yellow]        | Hotel and motel services | No claim is made to the exclusive right to use "Inn & Suites" apart from the mark as shown | Principal | 2354791 | 6/6/00       |
| BAYMONT INN & SUITES | <br>[w/red, blue & yellow]        | Hotel and motel services | No claim is made to the exclusive right to use "Inn & Suites" apart from the mark as shown | Principal | 2309146 | 1/18/00      |
| BAYMONT INN          | <br>[w/red, blue & yellow]        | Hotel and motel services | No claim is made to the exclusive right to use "Inn" apart from the mark as shown          | Principal | 2307473 | 1/11/00      |
| BAYMONT INN          | <br>[w/red, blue & yellow]        | Hotel and motel services | No claim is made to the exclusive right to use "Inn" apart from the mark as shown          | Principal | 2354792 | 6/6/00       |
| BAYMONT INN          | <br>[white, blue, red & yellow] | Hotel and motel services | No claim is made to the exclusive right to use "Inn" apart from the mark as shown          | Principal | 2383033 | 9/5/00       |
| BAYMONT INN & SUITES | <br>[white, blue, red & yellow] | Hotel and motel services | No claim is made to the exclusive right to use "Inn & Suites" apart from the mark as shown | Principal | 2399770 | 10/31/00     |

| MARK  | IMAGE   | GOODS/<br>SERVICES   | DISCLAIMER  | REG.      | REG.NO.  | REG.<br>DATE                                      |
|---|---|--|---|-----------|----------|---|
| BAYMONT INNS &<br>SUITES                          | [typed words]   | Hotel and motel<br>services  | No claim is made to the<br>exclusive right to use "Inns &<br>Suites" apart from the mark as<br>shown. | Principal | 2713336  | 5/6/03  |
| BAYMONT REWARDS                                   | [typed words]   | Promoting the sale of<br>credit card accounts<br>through the<br>administration of<br>incentive award<br>programs   | No claim is made to the<br>exclusive right to use "Rewards"<br>apart from the mark as shown.          | Principal | 2426636  | 2/6/01  |
| BAYMONT REWARDS                                   | [typed words]   | Hotel and motel<br>services featuring a<br>reward program for<br>credit card holders in<br>the nature of a point<br>accumulation program<br>with points used for<br>future hotel and motel<br>services | No claim is made to the<br>exclusive right to use "Rewards"<br>apart from the mark as shown.          | Principal | 2407225  | 11/21/00  |
| CLUB BAYMONT                                      | [typed words]   | Hotel and motel<br>services  | No claim is made to the<br>exclusive right to use "Club"<br>apart from the mark as shown.             | Principal | 2390493  | 9/26/00   |
|   |    | motel services   |   | Principal | 78208736 | Published for<br>opposition<br>August 4, 2004     |
|   |  | hotel services   |   | Principal | 76418128 | Published for<br>opposition<br>August 10,<br>2004 |
|   |  | hotel services   |   | Principal | 76418129 | Published for<br>opposition<br>August 10,<br>2004 |
| MORE FOR YOUR<br>MONEY EVERY NIGHT.<br>GUARANTEED | [typed words]   | Hotel and motel<br>services  | Baymont   | Principal | 1868760  | 12/20/94  |

| MARK                 | IMAGE  | GOODS/<br>SERVICES                                       | DISCLAIMER  | REG.      | REG.NO.  | REG. DATE                               |
|----------------------|--|--|---|-----------|----------|---|
| WORTH CHECKING INTO  | [typed words]  | hotel and motel services                                 | Baymont   | Principal | 2662794  | 12/17/02                                |
| ITS TIME TO TURN IN. | [typed words]  | Hotel and motel services                                 | Baymont   | Principal | 78322069 | Published for opposition August 3, 2004 |
| OVATIONS             | [typed word]   | Point Program and Hotel and Motel Services               |   | Principal | 78264567 | Published for opposition July 6, 2004   |
| GUEST OVATIONS       |  white & gold       | Point Program and Hotel and Motel Services               |   | Principal | 2813440  | 2/10/04                                 |
| GUEST OVATIONS       |  blue, white & gold | Point Program and Hotel and Motel Services               | NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "GUEST" APART FROM THE MARK AS SHOWN | Principal | 2678833  | 1/21/03                                 |
| GUEST OVATIONS       | [typed words]  | Point Program and Hotel and Motel Services               | NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "GUEST" APART FROM THE MARK AS SHOWN | Principal | 2672865  | 1/7/03                                  |
| GUEST OVATIONS       |                     | Point Program and Hotel and Motel Services               | NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "GUEST" APART FROM THE MARK AS SHOWN | Principal | 2664260  | 12/17/02                                |
| SMARTTRAVELER, JR.   | [typed words]  | publications   |   | Principal | 2549643  | 3/19/02                                 |
| SMARTTRAVELER        | [typed words]  | publications   |   | Principal | 2542701  | 2/26/02                                 |
| DRIVEREVTVED         |                    | Hotel and Motel services                                 |   | Principal | 2825132  | 3/23/04                                 |
| DRIVEREVTVED         | [typed word]   | Hotel and motel services                                 |   | Principal | 2731871  | 7/1/03                                  |
| ROADRUNNER CLUB      | [typed words]  | specialized hotel/motel services for preferred customers |   | Principal | 2261011  | 7/13/99                                 |
| ROADRUNNER           | [typed words]  | specialized hotel/motel services for preferred customers | Baymont   | Principal | 1728473  | 10/27/92                                |