

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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) [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State Wisconsin [ ] Other Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

2. Name and address of receiving party(ies) Name: Budgetel Licensing Corporation Internal Address: Street Address: 909 Hidden Ridge, Suite 600 City: Irving State: TX Zip: 75038 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State Nevada [ ] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [x] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [ ] Yes [x] No

3. Nature of conveyance: [x] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other Execution Date: 09/03/2004

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) See Schedule A Additional number(s) attached [x] Yes [ ] No

6. Total number of applications and registrations involved: 5

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

7. Total fee (37 CFR 3.41).....\$ 140.00 [ ] Enclosed [x] Authorized to be charged to deposit account

8. Deposit account number: 501922 (Please reference Attorney Docket No. 516.0001)

DO NOT USE THIS SPACE

9. Signature. Sherri L. Eastley Name of Person Signing [Signature] Signature 12/1/04 Date [7] Total number of pages including cover sheet, attachments, and document:

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

CH \$140.00 601922 1677836

**SCHEDULE A**

	<u>MARK</u>	<u>REGISTRATION NO.</u>
1.	BUDGETEL	Reg. No. 1,677,835
2.	BUDGETEL INNS and Design (With Color)	Reg. No. 1,236,871
3.	BUDGETEL INNS and Design	Reg. No. 1,243,322
4.	BUDGETELEVISION and Design	Reg. No. 1,374,285
5.	BUDGETEL (Stylized)	Reg. No. 1,009,574

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 Budgetel 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 copyright registrations and 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 Budgetel 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 Intellectual Property, together with the goodwill associated therewith (collectively, the "Budgetel 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 Budgetel 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:**

**BUDGETEL 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 - Budgetel*

**CERTIFICATE OF NOTARY**

State of Wisconsin )

) ss:

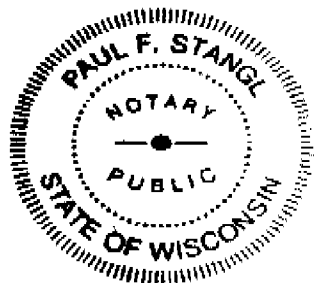
County of Manitowish )

I, Paul F. Stangl, a Notary Public of the State of Wisconsin, hereby certify that Steven S. Bartelt and David L. Rea who executed the within Intellectual Property Assignment before me this 3<sup>rd</sup> day of September, 2004, has proven to me on the basis of satisfactory evidence, that they have full authority to execute documents on behalf of the named corporations.

[NOTARY SEAL/STAMP]






  
[Notary Public]

My Commission Expires: permanent



## SCHEDULE A

REGISTERED UNITED STATES TRADEMARKS

MARK	IMAGE	GOODS/ SERVICES	DISCLAIMER	REG.	REG.NO.	REG. DATE
BUDGETEL		Franchising of motels		Principal	76136002	Notice of Approval of Extension Request 5/21/2004.
BUDGETEL	[typed word]	motel services		Principal	1677835	3/3/92
BUDGETEL INNS		motel services	No claim is made to the exclusive right to use the word "Inns", apart from the mark as shown.	Principal	1236871	5/3/83
BUDGETEL INNS		motel services	No claim is made to the exclusive right to use the word "Inns", apart from the mark as shown.	Principal	1243322	6/21/83
BUDGETEL		motel services		Principal	1009574	4/29/75
BUDGETELEVISION		Entertainment services		Principal	1374285	12/3/85

FOREIGN TRADEMARKS

MARK	IMAGE	GOODS/ SERVICES	DISCLAIMER	REG.	REG.NO.	REG. DATE
BUDGETEL	[typed word]	Motel services	Baymont	Canada	332402	7/26/02