

06-16-2004

Form PTO-1594
(Rev. 10/02)
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T U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

6-10-04

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

1. Name of conveying party(ies):
Extended Stay America, Inc.

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

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

2. Name and address of receiving party(ies)
Name: BHAC Capital IV, L.L.C.
Internal
Address: _____

Street Address: 345 Park Avenue

City: New York State: NY Zip: 10154

 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: May 11, 2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____
Please See Attached

Additional number(s) attached Yes No

B. Trademark Registration No.(s) _____
Please See Attached

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Deborah A. Lee, Esq.

Internal Address: Lydecker & Wadsworth, L.L.C.

Street Address: 1201 Brickell Avenue
Suite 200

City: Miami State: FL Zip: 33131

6. Total number of applications and registrations involved: **25**

7. Total fee (37 CFR 3.41)..... \$ 640.00
 Enclosed
 Authorized to be charged to deposit account _____

8. Deposit account number:
50-3076

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OPR/FINANCE

DO NOT USE THIS SPACE

9. Signature.
Deborah A. Lee Deborah A. Lee, Esq. 6/8/04
Name of Person Signing Signature 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

06/15/2004 ECOOPER 00000121 503076 76268139

01 FC:8521 40.00 BA
02 FC:8522 600.00 BA

TRADEMARK
REEL: 002998 FRAME: 0421

Attachment

4.A.	EXTSTAY.COM	Serial No. 76/268,139 (NOA filed 6/27/01)
	Oxford Inn	Serial No. 76/538,821
4.B.	Ambay	2,438,715 (registered 3/27/01)
	Crossland	2,157,514 (registered 5/12/98)
	Crossland Economy Studios & Design	2,154,308 (registered 4/28/98)
	Estada	2,438,716 (registered 3/27/01)
	Extended Stay America	2,021,504 (registered on supplemental register 12/3/96)
	Portico	2,113,876 (registered 11/18/97)
	Portico Deluxe Suites & Design	2,438,730 (registered 3/27/01)
	Portico Efficiency Suites	2,473,835 (registered 7/31/01)
	The Affordable Way to Stay And Stay	2,157,712 (registered 5/12/98)
	Extended Stay America Efficiency Studios	2,113,801 (registered 11/18/97)
	Extended Stay America Efficiency Studios & Design	2,157,547 (registered 5/12/98)
	Extended Stay America Efficiency Studios & E Design	2,113,800 (registered 11/18/97)
	Famous Road Warriors	2,363,320 (registered 6/27/00)
	Hometown Inn	2,459,037 (registered 6/12/01)
	Road Warriors	2,456,070 (registered 5/29/01)
	Studio Plus	1,509,652 (registered 10/18/88)
	Studio Plus & Design	1,439,594 (registered 5/12/87)

Studio Plus Deluxe Studios	2,304,753 (registered 12/28/99)
Studio Plus Deluxe Studios & Design	2,430,232 (registered 2/20/01)
Studio Plus (Stylized)	2,116,171 (registered 11/25/97)
U.S. Stay	2,438,714 (registered 3/27/01)
Your Perfect Place For An Extended Stay	1,513,046 (registered 12/15/88)
Extended Stay America	2,457,084 (registered 6/5/01)

TRADEMARK

REEL: 002998 FRAME: 0423

TRADEMARK AND DOMAIN NAME ASSIGNMENT

This TRADEMARK AND DOMAIN NAME ASSIGNMENT (this "Assignment") is effective this 11th day of May, 2004 ("Effective Date") by and between Extended Stay America, Inc., a Delaware corporation ("Assignor") and BHAC Capital IV, L.L.C., a Delaware limited liability company ("Assignee").

WHEREAS, Assignor owns the trademark and service mark registrations and applications listed on the Schedule A attached hereto (the "Trademarks") and the internet domain name registrations listed on the Schedule B attached hereto (the "Domain Names");

WHEREAS, Assignor and BRE/ESA Operating Lessee Inc., a Delaware corporation ("BRE/ESA") have entered into that certain Trademark Transfer Agreement, dated as of the date hereof (the "Trademark Transfer Agreement"), whereby Assignor agrees to grant and BRE/ESA agrees to accept certain licenses in and to the Names, Marks and Websites, each in connection with the operation of the Properties (all terms as defined therein);

WHEREAS, Assignor desires to assign to Assignee all of Assignor's rights, title and interest in, to and under the Trademarks and Domain Names, including any goodwill appurtenant thereto or symbolized thereby; and

WHEREAS, Assignee desires to acquire from Assignor all of Assignor's rights, title and interest in, to and under the Trademarks and Domain Names, including any goodwill appurtenant thereto or symbolized thereby.

NOW, THEREFORE, in consideration of the foregoing recitals and the promises and the mutual covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. In consideration of the sale, assignment, conveyances and transfers by Assignor to Assignee more particularly described in this Agreement, Assignee shall pay to Assignor the sum of \$500,000.

2. Assignor hereby sells, assigns, conveys and transfers to Assignee any and all of Assignor's right, title and interest in and to (i) the Trademarks, (ii) the Domain Names (iii) any intellectual property rights in such Trademarks and Domain Names, including all goodwill appurtenant thereto or symbolized thereby (iv) any numerical internet protocol address associated with or related to the Domain Names and (v) the right to sue for, collect and retain all damages and profits and all other remedies for past infringements or misappropriations of any of the foregoing rights (together, the "Assigned Rights").

3. Each party will, without additional consideration, take such further actions and execute promptly such further documents as are necessary to effect and record the above assignment, including any actions or documents required by the applicable registrar or other

authority to document the transfer herein or as may be necessary to protect, secure and vest good, valid and marketable title to the Assigned Rights in Assignee.

4. Assignor authorizes the United States Patents and Trademark Office or the Canadian Intellectual Property Office, as the case may be, to record the Trademarks as the property of Assignee and to issue certificates of registration to Assignee in Assignee's name.

5. This Assignment is subject to any and all licenses or other rights that may have been granted by Assignor or its predecessors in interest with respect to the Assigned Trademarks prior to the Effective Date, including without limitation the Trademark Transfer Agreement. Assignee, its successors and assigns, shall hold the rights to the Assigned Rights for and during the existence of the term and life of such Assigned Rights, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

6. Each party warrants that (i) this Assignment is a legal, valid and binding obligation of the warranting party, (ii) it has full power and authority to enter into and perform its obligations under this Assignment in accordance with its terms, and (iii) it is and will remain free of any obligations and restrictions that would prevent or impede its performance of its obligations under this Agreement. The Assigned Rights are hereby assigned solely on an "as is" basis.

7. This Assignment may not be amended, modified or terminated except by an instrument, in writing, executed by the parties hereto.

8. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

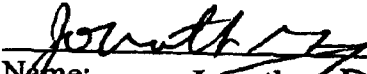
9. This Agreement shall be construed under, and governed in accordance with, the laws of the State of New York.

10. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

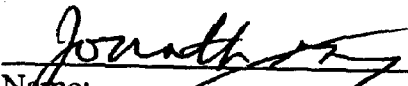
ASSIGNOR

EXTENDED STAY AMERICA, INC., a Delaware corporation

By: 
Name: Jonathan D. Gray
Title: Senior Managing Director and Vice President


ASSIGNEE


BHAC CAPITAL IV, L.L.C., a Delaware limited liability company

By: 
Name: Jonathan D. Gray
Title: Senior Managing Director and Vice President

SCHEDULE A

Marks

Mark	Country	Application / Reg. Number
AMBAY	United States	2,438,715 (registered 3/27/01)
CROSSLAND	Canada	1,154,110 (filed 9/27/02)(based on U.S. Reg. No. 2,157,514)
CROSSLAND	Canada	824,407 (filed 9/27/96)
CROSSLAND	United States	2,157,514 (registered 5/12/98)
CROSSLAND ECONOMY STUDIOS & DESIGN	United States	2,154,308 (Registered 4/28/98)
CROSSLAND ECONOMY STUDIOS & Design 	Canada	1,180, 667 (filed June 9, 2003 based on U.S. Reg. No. 2,154,308)
ESTADA	United States	2,438,716 (registered 3/27/01)
EXTENDED STAY AMERICA	United States	2,021,504 (registered on supplemental register 12/3/96) 2,457,084 (registered on principal register 6/5/01)
EXTENDED STAY AMERICA EFFICIENCY STUDIOS	Canada	562,627 (registered 5/27/02)
EXTENDED STAY AMERICA EFFICIENCY STUDIOS & Design	Canada	1,154,112 (filed 9/27/02 based on U.S. registration No. 2,157,547) (below logo stylized "e" design)
EXTENDED STAY AMERICA EFFICIENCY STUDIOS & E Design	Canada	824,408 (filed 9/27/96) (below logo stylized "e" design)
EXTENDED STAY AMERICA EFFICIENCY STUDIOS & E Design	Canada	562,596 : registered in Canada (logo stylized "e" next to mark)
EXTENDED STAY CANADA	Canada	824,313 (filed 9/27/96)
EXTENDED STAY CANADA	Canada	1,154,111 (filed 9/27/02)
PORTICO	United States	2,113,876 (registered 11/18/97)
Portico	Canada	562,605 (Registered 5/27/02)
PORTICO DELUXE SUITES & DESIGN	United States	2,438,730 (registered 3/27/01)
PORTICO EFFICIENCY SUITES	United States	2,473,835 (registered 7/31/01)
THE AFFORDABLE WAY TO STAY. AND STAY. AND STAY.	Canada	847,449 (filed 6/10/97)
THE AFFORDABLE WAY TO STAY.AND STAY. AND STAY.	Canada	1,180,668 (filed 6/9/03 based on U.S. Reg. No. 2,157,712)
THE AFFORDABLE WAY TO STAY AND STAY	United States	2,157,712 (registered 5/12/98)
EXTENDED STAY AMERICA	Canada	562,533 (registered 5/27/02)

Mark	Country	Application / Reg. Number.
EXTENDED STAY AMERICA EFFICIENCY STUDIOS	United States	2,113,801 (registered 11/18/97)
EXTENDED STAY AMERICA EFFICIENCY STUDIOS & E DESIGN	United States	2,157,547 (registered 5/12/98)
EXTENDED STAYAMERICA EFFICIENCY STUDIOS & E Design 	United States	2,113,800 (registered 11/18/97)
EXTSTAY.COM	United States	76/268,139 (NOA filed 6/27/01)
FAMOUS ROAD WARRIORS	United States	2,363,320 (registered 6/27/00)
HOMETOWN INN	United States	2,459,037 (registered 6/12/01)
OXFORD INN	United States	Serial No. 76538821
ROAD WARRIORS	United States	2,456,070 (registered 5/29/01)
STUDIO PLUS	Canada	388,367 (registered 8/30/91)
STUDIO PLUS	United States	1,509,652 (registered 10/18/1988: 20 year renewal term b/c issued before 11/16/89)
STUDIO PLUS & DESIGN	United States	1,439,594 (registered 5/12/1987)
STUDIO PLUS DELUXE STUDIOS	United States	2,304,753 (registered 12/28/99)
STUDIO PLUS DELUXE STUDIOS & DESIGN	United States	2,430,232 (registered 2/20/01)
STUDIOPLUS (Stylized) StudioPLUS	United States	2,116,171 (registered 11/25/97)
U.S. STAY	United States	2,438,714 (registered 3/27/01)
YOUR PERFECT PLACE FOR AN EXTENDED STAY	United States	1,513,046 (registered 12/15/1988-20 yr reg.) (sec. 8 and 15 filed and accepted on 9/6/94)