

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Prime Hospitality L.L.C.		01/05/2005	LTD LIAB JT ST CO: DELAWARE

RECEIVING PARTY DATA

Name:	Select Hotels Group, L.L.C.
Street Address:	71 S. Wacker Drive
Internal Address:	c/o Hyatt Corporation
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LTD LIAB JT ST CO: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	2270768	AMERISUITES CLUB
Registration Number:	1341731	AMERISUITES
Registration Number:	1386340	AMERISUITES
Registration Number:	1523902	AMERICA'S AFFORDABLE ALL-SUITE HOTEL
Registration Number:	2067349	A AMERISUITES AMERICA'S AFFORDABLE ALL-SUITE HOTELS
Registration Number:	2395486	A AMERISUITES
Registration Number:	2413997	HOME FOR THE HOLIDAYS YOUR GUESTHOUSE BY AMERISUITES
Registration Number:	2404273	HOME FOR THE HOLIDAYS
Registration Number:	2447997	MAKE A BREAK FOR IT
Registration Number:	2467752	MAKE A BREAK FOR IT GREAT FAMILY WEEKENDS BY AMERISUITES
Registration Number:	2656125	DON'T DOWNSIZE. AMERISIZE.

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Registration Number:	2360311	A
Registration Number:	1799827	TCB
Registration Number:	2173828	TCB SUITES
Registration Number:	2177476	TCB SUITE
Registration Number:	2177474	TAKING CARE OF BUSINESS SUITES
Registration Number:	2177475	TAKING CARE OF BUSINESS SUITE
Registration Number:	2453010	IT TAKES 2 ROMANTIC GETAWAYS BY AMERISUITES
Registration Number:	2180477	A.S.A.P. AMERISUITES SPECIAL ACCOUNTS PROGRAM
Registration Number:	1426959	WHY SETTLE FOR JUST A ROOM?
Registration Number:	2312821	SUITES THAT WORK
Registration Number:	2179588	SUITE YEARS
Registration Number:	2447803	

CORRESPONDENCE DATA

Fax Number: (312)660-0471
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-861-6371
Email: rprescan@kirkland.com
Correspondent Name: Renee Prescan
Address Line 1: 200 E. Randolph Drive
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60601

NAME OF SUBMITTER:	Karen Schweickart
Signature:	/Karen Schweickart/
Date:	01/19/2005

Total Attachments: 9
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is effective this 5 day of January, 2005 (the "Effective Date") by and between Prime Hospitality L.L.C., a Delaware limited liability company ("Assignor"), and Select Hotels Group, L.L.C., a Delaware limited liability company ("Assignee").

WHEREAS, Assignor owns and desires to transfer all of its interest in 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 desires to transfer all of its interest, if any, in the foreign trademark and service mark registrations and applications listed on the Schedule C attached hereto (the "Foreign Trademarks"); and

WHEREAS, Assignor, Prime Hospitality Franchising L.L.C., a Delaware limited liability company, and Hyatt Corporation, a Delaware corporation, as assigned to Assignee, have entered into that certain Agreement of Purchase and Sale dated as of December 2, 2004 (as the same may be amended, modified and/or supplemented from time to time, the "Purchase Agreement"), pursuant to which Assignor agrees to grant and Assignee agrees to accept all of Assignor's rights, title and interest in, to and under the Trademarks, Domain Names and Foreign Trademarks, including any goodwill appurtenant thereto or symbolized thereby.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignor hereby sells, assigns, conveys and transfers to Assignee any and all of Assignor's right, title and interest in and to the AmeriSuites Intellectual Property, including, without limitation (i) the Trademarks, (ii) the Domain Names, (iii) the Foreign Trademarks, (iv) any intellectual property rights in such Trademarks, Domain Names and Foreign Trademarks, including all goodwill appurtenant thereto or symbolized thereby, and (v) any numerical internet protocol address associated with or related to the Domain Names, together with all income, royalties, damages, payments and profits due as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past infringements or unauthorized use of the rights granted herein (collectively, the "Assigned Rights").

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

3. Assignor authorizes the United States Patents and Trademark Office and foreign intellectual property offices to record the Trademarks and Foreign Trademarks, as applicable, as the property of Assignee and to issue certificates of registration to Assignee in Assignee's name.

4. 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. 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.

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

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

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

8. 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

PRIME HOSPITALITY L.L.C., a Delaware limited liability company

By: 

Name: Alan Miyasaki
Title: Vice President
Assistant Secretary

ASSIGNEE

SELECT HOTELS GROUP, L.L.C., a Delaware limited liability company

By: _____

Name:
Title:

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

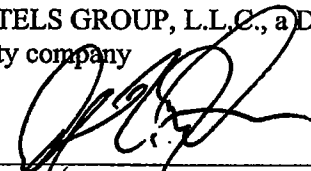
ASSIGNOR

PRIME HOSPITALITY L.L.C., a Delaware limited liability company

By: _____
Name:
Title:

ASSIGNEE


SELECT HOTELS GROUP, L.L.C., a Delaware limited liability company

By:  _____
Name: STEVEN R. GOLDMAN
Title: EXECUTIVE VICE PRESIDENT

SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT

Schedule A**Trademarks**

<u>MARK</u>	<u>REG. NO.</u>	<u>REGISTRATION DATE</u>
AMERISUITES CLUB	#2270768	8/17/99
AMERISUITES (Convention Accomodation Planning Services) (words only)	#1341731	6/11/85
AMERISUITES (Hotel Services) (words only)	#1386340	3/11/86
AMERICA'S AFFORDABLE ALL-SUITE HOTEL	#1523902	02/07/89
A AMERISUITES- AMERICA'S AFFORDABLE ALL SUITE HOTEL	#2067349	6/03/97
A AMERISUITES	#2395486	10/17/00
HOME FOR THE HOLIDAYS Your Guesthouse by AmeriSuites (Design)	#2413997	12/19/00
HOME FOR THE HOLIDAYS (Words)	#2404273	11/4/00
MAKE A BREAK FOR IT (Words)	#2447997	5/1/01
MAKE A BREAK FOR IT Great Family Weekends by AmeriSuites (with design)	#2467752	7/10/01
DON'T DOWNSIZE, AMERISIZE (words only)	#2656125	12/03/02
A (Stylized)	#2360311	6/20/00
TCB (taking care of business) (no design)	#1799827	10/19/93
TCB SUITES (words only)	#2173828	7/14/98
TCB SUITE (words only)	#2177476	7/28/98
TAKING CARE OF BUSINESS SUITES (words only)	#2177474	7/28/98
TAKING CARE OF BUSINESS SUITE (words only)	#2177475	7/28/98
IT TAKES 2 ROMANTIC GETAWAYS BY AMERISUITES (with design)	#2453010	5/22/01
A.S.A.P. AMERISUITES SPECIAL ACCOUNTS PROGRAM (words	#2180477	8/11/98

only)		
WHY SETTLE FOR JUST A ROOM?	#1426959	1/27/87
SUITES THAT WORK	#2312821	2/1/00
SUITE YEARS	#2179588	8/4/98
	2447803	5/1/01

Schedule B**Domain Names**

1. amerisuites.net
2. amerisuites.com

Schedule C**Foreign Trademarks**

<u>MARK</u>	<u>REG. NO. and REG. DATE</u>	<u>EXPIRATION DATE</u>
<u>Canada</u>		
AMERISUITES (Block)	#TMA 449,965 (11/17/95)	11/17/10
<u>Mexico</u>		
'A' (Design)	#702,322 (6/20/01)	12/15/09
AMERISUITES (Block Letters)	#739,375 (03/26/02)	12/15/09
AMERISUITES and Design	#739,374 (03/26/02)	12/15/09
AMERISUITES AMERICA'S AFFORDABLE ALL-SUITE HOTELS and Design	#739,373 (03/26/02)	12/15/09
<u>New Zealand</u>		
A' (Design)	#605303 (12/17/99)	12/17/06
AMERISUITES (Words)	#605306 (12/17/99)	12/17/06
'A' AMERISUITES (Words)	#605302 (12/17/99)	12/17/06
A' AMERISUITES AMERICA'S AFFORDABLE ALL-SUITE HOTEL	#605301 (12/17/99)	12/17/06
<u>Dominican Republic</u>		
AMERISUITES	#131,912 (12/30/02)	12/30/12

<u>Australia</u>		
'A' (Design) (commence use before 12/17/04)	#817660 (12/17/99)	12/17/09
AMERISUITES (Block) (commence use before 12/17/04)	#817654 (12/17/99)	12/17/09
AMERISUITES (Design) (commence use before 12/17/04)	#817659 (12/17/99)	12/17/09
AMERISUITES AMERICA'S AFFORDABLE ALL-SUITE HOTELS (commence use before 12/17/04)	#817658 (12/17/99)	12/17/09
<u>European Community</u>		
AMERISUITES and design	#1,615,228(See file)	4/17/10