

08-16-2004



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

RECORD, TRADEMARK

102814128

DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): 8-13-04 Extended Stay America, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State (Delaware) [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] 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 [x] 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: [x] 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 B. Trademark Registration No.(s) Please See Attached Additional number(s) attached [x] Yes [] No

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 [x] Authorized to be charged to deposit account 8. Deposit account number: 50-3076

DO NOT USE THIS SPACE

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

Exhibit A TRADEMARK REEL: 003026 FRAME: 0948

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 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.

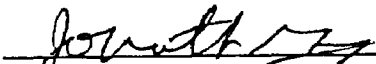
9. This Agreement shall be construed under, and governed in accordance with, the laws of the State of New York.

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.

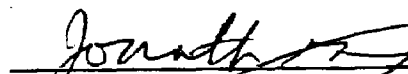
ASSIGNOR

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 STAY AMERICA 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)

MIZUHO CORPORATE BANK, LTD.
1251 AVENUE OF THE AMERICAS
NEW YORK, NEW YORK 10020

May 10, 2004

Extended Stay America, Inc.
100 Dunbar Street
Spartanburg, SC 29306

Re: Credit Agreement, dated as of July 24, 2001, among Extended Stay America, Inc. (the "Company"), the Lenders from time to time party thereto, Morgan Stanley Senior Funding, Inc., as Sole Lead Arranger and Sole Book Runner, Bear Stearns Corporate Lending Inc. and Fleet National Bank, as Co-Syndication Agents, and Mizuho Corporate Bank, Ltd. (successor in interest to The Industrial Bank of Japan, Limited), as Administrative Agent (as amended, modified or supplemented from time to time through the date hereof, the "Credit Agreement").

Ladies and Gentlemen:

We have been requested to provide this letter setting forth the amounts (the "Total Pay-off Amount") necessary as of 2:00 P.M. (New York time) on May 11, 2004 (the "Required Payment Time"), to pay all Obligations under the Credit Agreement and other Credit Documents (other than (x) indemnification and expense reimbursement obligations under the Credit Agreement and the other Credit Documents which are not then due and (y) contingent reimbursement obligations and Fees in respect of the Continuing Letters of Credit (as defined below)) as follows:

Principal amount of outstanding Loans:	\$626,744,185.00
Accrued and unpaid interest on outstanding Loans:	\$987,523.85
Accrued and Unpaid Fees:	\$118,911.90
Estimated Breakage Costs:	\$4,177.24
Legal Fees and Expenses:	\$76,000.00
Total Pay-off Amount:	\$627,930,797.99

Unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned to such terms in the Credit Agreement.

Exhibit B
1 of 2

The Total Pay-off Amount set forth in the immediately preceding paragraph may be transferred by wire, in immediately available funds, in accordance with and in the amounts designated in the following instructions:

(a) The Total Pay-off Amount, less the amount of Legal Fees and Expenses listed above, should be paid as follows:

Pay to: The Bank of New York
Account No.: 8900415479
ABA Number: 021-000-018
Reference: Extended Stay
Attention: Steve Jerard
Amount: \$627,854,797.99;

(b) The amount of the Cash Collateral Deposit (as defined below) should be paid as follows:

Pay to: Mizuho Corporate Bank, Ltd.
Account No.: H10740016168
ABA Number: 026 004 307
Reference: Mizuho/ESA Cash Collateral Account
Amount: \$84,202.50;

Pay to: Wachovia Bank, National Association
Account No.: 2000020078007
ABA Number: 053207766
Reference: Wachovia/ESA Cash Collateral Account
Amount: \$1,237,373.66; and

(c) The amount of Legal Fees and Expenses should be paid as follows:

Pay to: The Bank of New York, 1 Wall Street,
New York, New York 10286
Account Name: White & Case LLP
Account No.: 630-1-940538
ABA Number: 021-000018
Reference: 1130700/0167 – Morgan Stanley – Extended Stay
Amount: \$76,000.00.

Set forth on Annex A hereto are all Letters of Credit which were issued by Mizuho Corporate Bank, Ltd. ("Mizuho") and Wachovia Bank, National Association ("Wachovia"), each as an Issuing Lender, under the Credit Agreement and which remain outstanding on the date hereof (collectively, the "Continuing Letters of Credit").

The payment of the Total Pay-off Amount set forth above shall, except as specifically provided below, constitute payment and satisfaction in full of all principal, interest, fees, breakage costs and other amounts (including, without limitation, all Obligations) owed to

the Agents, the Collateral Agent and the Lenders by the Credit Parties under the Credit Agreement and the other Credit Documents as of the Required Payment Time.

Upon our receipt of: (I) the Total Pay-off Amount in accordance with the applicable wiring instructions set forth in the second paragraph of this letter and in immediately available funds, (II) fully executed counterparts of the cash collateral agreements in the forms attached hereto as (A) Exhibit B-1 by and between the Company and Mizuho (the "Mizuho Cash Collateral Agreement") and (B) Exhibit B-2 by and between the Company and Wachovia (the "Wachovia Cash Collateral Agreement") and together with the Mizuho Cash Collateral Agreement, collectively, the "Cash Collateral Agreements"), and (III) (A) \$84,202.50 for deposit into the Account (as defined in the Mizuho Cash Collateral Agreement) and (B) \$1,237,373.66 for deposit in the Account (as defined in the Wachovia Cash Collateral Agreement) (collectively, the "Cash Collateral Deposit"), all Loans and other Obligations shall be paid in full;

(i) except for (x) indemnities and similar costs and expenses which by the terms of the Credit Agreement and the other Credit Documents survive the repayment of the Loans and the termination of the Total Commitments and (y) Obligations (including Fees) owing to any Issuing Lender in respect of the Continuing Letters of Credit;

(ii) the Total Commitments shall be terminated;

(iii) the Security Documents shall be terminated and all the security interests, mortgages, liens and pledges in favor of the Collateral Agent for the benefit of the Secured Creditors under, and as defined in, each of the Security Documents shall be automatically terminated and released (without recourse and without representation or warranty) and be of no further force and effect other than provisions such as indemnities that shall survive in accordance with the terms thereof after the termination of the Security Documents with no further action on our part;

(iv) we shall promptly: (I) deliver to the Company: (A) all certificated Pledge Agreement Collateral, in our possession, which was pledged pursuant to the Pledge Agreement or any other Security Document; and (B) fully-executed intellectual property releases, and (II) procure, deliver or execute and deliver all further instruments and documents, and take any other actions, which are reasonably required to evidence the consummation of the pay-off and other termination of the security interests contemplated hereby (including UCC termination statements and such other termination and releases as are required to evidence the termination of the Security Interests contemplated hereby), in each case at the request and expense of the Company; and

(v) the undersigned shall be deemed to have authorized the Company and its counsel to file on behalf of the undersigned (at the Company's sole cost and expense) the items set forth in clause (iv)(I)(B) above.

For the avoidance of doubt and notwithstanding anything to the contrary set forth herein or in the Credit Agreement and subject to the terms and conditions hereof, the parties hereto acknowledge that (i) the Continuing Letters of Credit shall remain outstanding in accordance with their respective terms (without giving effect to any extensions or renewals thereof), (ii) the payment of the Total Pay-off Amount does not constitute payment or

satisfaction of any amounts owing with respect to the Continuing Letters of Credit and (iii) so long as the Continuing Letters of Credit and any Obligations relating thereto (including, without limitation, any Unpaid Drawings) shall remain outstanding, all obligations of the Company under the Credit Agreement relating to the payment of any amounts owing with respect to the Continuing Letters of Credit and any Obligations relating thereto shall remain in full force and effect (including, without limitation, the obligations set forth in Sections 2.05, 3.01(e), 3.01(f) and 3.01(g) of the Credit Agreement), together with all indemnity, expense and similar provisions contained therein which by their express terms are intended to survive termination of the Credit Agreement.

The parties hereto also hereby confirm that none of the Administrative Agent, any of the Lenders or Wachovia or Mizuho shall be under any obligation to extend any additional credit pursuant to the Credit Agreement, including in the case of Wachovia or Mizuho, by issuing any new Letter of Credit (or renewing or extending any Continuing Letter of Credit) following termination of the Total Commitments.

In addition, this letter will terminate and be of no further force and effect unless the full amounts referred to in the first paragraph of this letter are received by us, by the Required Payment Time; provided that if the full amounts referred to in such paragraph are not received by us by the Required Payment Time, the full amounts referred to in the first paragraph of this letter shall be increased each day after the Required Payment Time (until full payment has been received by us) by a per diem amount determined by the Administrative Agent based upon the interest rates and fees in effect at such time pursuant to the terms of the Credit Agreement; provided further that if the full amounts are received by us after 2:00 P.M. (New York time) on any day it shall be deemed to have been received by us on the immediately succeeding Business Day.

By your execution of this letter, you acknowledge and agree that you shall take all reasonable steps to, as promptly as practicable after the expiration thereof, cause the beneficiaries of each of the Continuing Letters of Credit to return the same to each Issuing Lender for cancellation and termination.

Upon receipt of the Total Pay-off Amount, the duly executed Cash Collateral Agreements and the Cash Collateral Deposit, we agree to deliver to you the pay-off acknowledgment attached hereto in the form of Annex C; provided, delivery by us and receipt by you of such a pay-off acknowledgement shall not be a condition to any of the other representations or agreements otherwise set forth herein.

* * *

NEWYORK 3885049 (2X)

-4-

This letter agreement, and the rights and obligations of the parties hereunder, shall be governed by, and construed in accordance with, the law of the State of New York.

Very truly yours,

MIZUHO CORPORATE BANK, LTD., as
Administrative Agent and as Collateral Agent

By: 

Name: RAYMOND VENTURA

Title: SENIOR VICE PRESIDENT

TRADEMARK

REEL: 003026 FRAME: 0959

This letter agreement, and the rights and obligations of the parties hereunder, shall be governed by, and construed in accordance with, the law of the State of New York.

Very truly yours,

MIZUHO CORPORATE BANK, LTD., as
Administrative Agent and as Collateral Agent

By: 

Name: *RAYMOND JENTIMA*
Title: *SENIOR VICE PRESIDENT*

ACKNOWLEDGED AND AGREED:

EXTENDED STAY AMERICA, INC.

By: *J. A. Overden*
Name: *James A. Overden*
Title: *Chief Financial Officer*

Continuing Letters Of Credit

<u>Letter of Credit No.</u>	<u>Beneficiary</u>	<u>Amount</u>	<u>Issuance Date</u>	<u>Expiry Date</u>	<u>Automatic Extension/Period</u>
SM420130C	Plymouth Township	\$ 1,201,333.65	February 26,2002	March 7, 2005	One Year
SL001219733	City of Englewood, Colorado	\$ 81,750.00	October 26, 2001	October 26, 2004	

May __, 2004

Extended Stay America, Inc.
100 Dunbar Street
Spartanburg, SC 29306

Re: Credit Agreement, dated as of July 24, 2001, among Extended Stay America, Inc. (the "Company"), the Lenders from time to time party thereto, Morgan Stanley Senior Funding, Inc., as Sole Lead Arranger and Sole Book Runner, Bear Stearns Corporate Lending Inc. and Fleet National Bank, as Co-Syndication Agents, and Mizuho Corporate Bank, Ltd. (successor in interest to The Industrial Bank of Japan, Limited), as Administrative Agent (as amended, modified or supplemented from time to time through the date hereof, the "Credit Agreement").

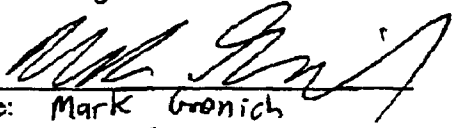
Ladies and Gentlemen:

Reference is made to that certain letter agreement (the "Pay-off Letter"), dated May __, 2004, between the Company and the Administrative Agent which sets forth the Total Pay-off Amount necessary, as of May __, 2004, to pay all Obligations owing under the Credit Agreement (except as otherwise provided in the Pay-off Letter). Unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned to such terms in the Credit Agreement.

This letter serves as an acknowledgment that the Administrative Agent has today received from the Company the Total Pay-off Amount, fully-executed counterparts of the Cash Collateral Agreements and the Cash Collateral Deposit.

Very truly yours,

MIZUHO CORPORATE BANK, LTD., as
Administrative Agent

By: 
Name: Mark Gronich
Title: SVP

NEWYORK 3513049 (2X)

May 11, 2004

Extended Stay America, Inc.
100 Dunbar Street
Spartanburg, SC 29306

Re: Credit Agreement, dated as of July 24, 2001, among Extended Stay America, Inc. (the "Company"), the Lenders from time to time party thereto, Morgan Stanley Senior Funding, Inc., as Sole Lead Arranger and Sole Book Runner, Bear Stearns Corporate Lending Inc. and Fleet National Bank, as Co-Syndication Agents, and Mizuho Corporate Bank, Ltd. (successor in interest to The Industrial Bank of Japan, Limited), as Administrative Agent (as amended, modified or supplemented from time to time through the date hereof, the "Credit Agreement").

Ladies and Gentlemen:


Reference is made to that certain letter agreement (the "Pay-off Letter"), dated May 11, 2004, between the Company and the Administrative Agent which sets forth the Total Pay-off Amount necessary, as of May 11, 2004, to pay all Obligations owing under the Credit Agreement (except as otherwise provided in the Pay-off Letter). Unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned to such terms in the Credit Agreement.

This letter serves as an acknowledgment that the Administrative Agent has today received from the Company the Total Pay-off Amount, fully-executed counterparts of the Cash Collateral Agreements and the Cash Collateral Deposit.

Exhibit B
2 of 2

Very truly yours,

MIZUHO CORPORATE BANK, LTD., as
Administrative Agent

By: 
Name: Mark Gronich
Title: SVP

NEWYORK1825049 (2K)