

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
GUESTHOUSE INTERNATIONAL FRANCHISE SYSTEMS, INC.		12/01/2006	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	GUESTHOUSE INTERNATIONAL, L.L.C.
Street Address:	415 N 4th St.
City:	Aberdeen
State/Country:	SOUTH DAKOTA
Postal Code:	57402-1476
Entity Type:	LIMITED LIABILITY COMPANY: SOUTH DAKOTA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2816767	GH GUESTHOUSE INTERNATIONAL INNS HOTELS SUITES
Registration Number:	2871046	GUESTHOUSE INTERNATIONAL
Registration Number:	2746775	GH GUESTHOUSE INTERNATIONAL
Registration Number:	2487568	GH GUESTHOUSE I N T E R N A T I O N A L
Registration Number:	2559342	GUESTHOUSE SUITES PLUS
Registration Number:	2363551	GH GUESTHOUSE FRIENDS CLUB
Registration Number:	1952433	GH

CORRESPONDENCE DATA

Fax Number: (615)252-6323
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (615) 252-2329
 Email: abarach@boultcummings.com
 Correspondent Name: Andrea C. Barach
 Address Line 1: 1600 Division Street, Suite 700

OP \$190.00 2816767

Address Line 4: Nashville, TENNESSEE 37203

ATTORNEY DOCKET NUMBER: 039350360 ACB/SLK

NAME OF SUBMITTER: Andrea C. Barach

Signature: /Andrea C. Barach/

Date: 12/06/2006

Total Attachments: 3
source=GH Assignment of US Marks#page1.tif
source=GH Assignment of US Marks#page2.tif
source=GH Assignment of US Marks#page3.tif

ASSIGNMENT OF UNITED STATES TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment"), is made and entered into this 1st day of December, 2006, by and between **GUESTHOUSE INTERNATIONAL FRANCHISE SYSTEMS, INC.**, a Georgia corporation ("Assignor"), and **GUESTHOUSE INTERNATIONAL, L.L.C.**, a South Dakota limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the sole owner of the exclusive right, title and interest in and to certain trademarks set forth on **Exhibit A** attached hereto and incorporated herein by reference (collectively, the "Marks"); and

WHEREAS, Assignor and Assignee have agreed that Assignor shall transfer and assign to Assignee the exclusive right, title and interest in and to the Marks together with the goodwill of the business symbolized by the Marks.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the premises, and for Ten and No/100 Dollars (\$10.00) in hand paid by the parties one to another and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto hereby covenant and agree as follows:

1. **ASSIGNMENT**. Assignor hereby grants, sells, assigns, transfers, conveys and delivers to Assignee, its successors and assigns, all of Assignor's right, title and interest under, in and to the following:

(a) the entire and exclusive right, title and interest in and to the Marks together with the goodwill of the business symbolized by the Marks, including the right to register the Marks to Assignee's name; and

(b) the sole right to enforce rights in said Marks with the right to sue for and recover for Assignee's own use accrued profits or damages for any and all causes of action, claims and demands and other rights for infringements thereof; including, but not limited to past infringements with respect to which Assignor waives any right to receive any portion thereof.

2. **FURTHER ASSURANCES**. Each of Assignor and Assignee agree to execute such other documents and take such other actions as may be reasonably necessary or desirable to confirm or effectuate the assignment contemplated hereby.

3. **BINDING EFFECT**. This Assignment and the covenants and agreements herein contained shall be binding upon and inure to the benefit of Assignee and its successors and assigns and shall inure to the benefit of Assignor and its successors and assigns.

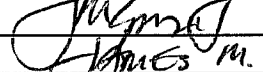
4. **MODIFICATION**. This Assignment may be modified or supplemented only by written agreement of the parties hereto.

5. **COUNTERPARTS**. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their authorized officers, all as of the day and year first above written.

ASSIGNOR:

**GUESTHOUSE INTERNATIONAL FRANCHISE
SYSTEMS, INC.,**
a Georgia corporation

By: 
Name: JAMES M. GAULT
Title: President

ASSIGNEE:

GUESTHOUSE INTERNATIONAL, L.L.C.,
a South Dakota limited liability company

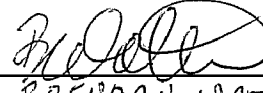
By: 
Name: BRENDAN WATTERS
Title: CEO

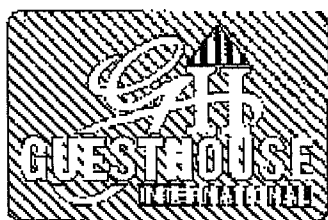
EXHIBIT A



Registration Number 2816767

GUESTHOUSE INTERNATIONAL

Registration Number 2871046



Registration Number 2746775

GH GUESTHOUSE INTERNATIONAL

Registration Number 2487568



GUESTHOUSE SUITES PLUS

Registration Number 2559342

GH GUESTHOUSE FRIENDS CLUB

Registration Number 2363551

Registration Number 1952433

