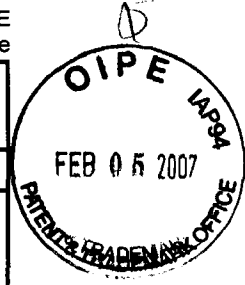


02-08-2007

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



RECO
TR



103371257

To the Director of the U. S. Patent and Trademark Office, _____ is or the new address(es) below.

2-5-07

1. Name of conveying party(ies):

BridgeStreet Corporate Housing Worldwide, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) 26 January 2007

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Credit Suisse, Cayman Islands Branch, as agent

Internal

Address: _____

Street Address: 11 Madison Avenue

City: New York

State: NY

Country: USA Zip: 10010

- Association
- General Partnership
- Limited Partnership
- Corporation

Other Bank Citizenship Switzerland

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
see Schedule III

B. Trademark Registration No.(s)
see Schedule III

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jakub Maslikowski

Internal Address: Linklaters

Street Address: 1345 Avenue of the Americas

City: New York

State: NY Zip: 10105

Phone Number: (212) 830-9541

Fax Number: (212) 903-9100

Email Address: jakub.maslikowski@linklaters.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 240.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Mitchell L. Garrett Signature

5 February 2007

Date

Mitchell L. Garrett

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

02/07/2007 DBYRNE 00000053 2211753

01 FC:8521 40.00 OP
02 FC:8522 200.00 OP

SCHEDULE I

COPYRIGHT REGISTRATIONS

(A) REGISTERED COPYRIGHTS

Copyright Reg. No. Date

(B) COPYRIGHT APPLICATIONS

(C) COPYRIGHT LICENSES

Name of Agreement, Parties, Date of Agreement

SCHEDULE II

PATENT REGISTRATIONS

(D) REGISTERED PATENTS

Patent Reg. No. Date

(E) PATENT APPLICATIONS




(F) PATENT LICENSES

Name of Agreement, Parties, Date of Agreement

SCHEDULE III

TRADEMARK REGISTRATIONS

(G) REGISTERED TRADEMARKS

Trademarks				
Nature of Item	Owner	Jurisdiction	Registration Number	Date
BridgeStreet and design 	BridgeStreet Corporate Housing Worldwide, Inc.	United States	2211753	
Furnished Apartments Made Easy 	BridgeStreet Corporate Housing Worldwide, Inc.	United States	3181804	
Temporary Housing Made Easy 	BridgeStreet Corporate Housing Worldwide, Inc.	United States	Pending	
The Next Best Thing to Home	BridgeStreet Corporate Housing Worldwide, Inc.	United States	2400818	
The Only Way to Stay	BridgeStreet Corporate Housing Worldwide, Inc.	United States	2358679	
We've Taken the Idea of Extended Stay and Extended It	BridgeStreet Corporate Housing Worldwide, Inc.	United States	2358680	

Furnished Apartments Made Easy	BridgeStreet Corporate Housing Worldwide	Canada	TMA667434	
Serviced Apartments Made Easy	BridgeStreet Corporate Housing Worldwide	Canada	TMA667433	
Temporary Housing Made Easy	BridgeStreet Corporate Housing Worldwide, Inc.	Canada	TMA667431	

(H) TRADEMARK APPLICATIONS

None.

(I) TRADEMARK LICENSES

Trademark License Agreement between The Pidgeon Company and BridgeStreet Corporate Housing Worldwide, Inc., dated April 1, 2004.

**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Second Lien)**

INTELLECTUAL PROPERTY SECURITY AGREEMENT (Second Lien), dated as of January 26, 2007, among BridgeStreet Corporate Housing Worldwide, Inc., (the "**Grantor**") Credit Suisse, Cayman Islands Branch, as agent and collateral agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (herein in such capacity, the "**Agent**").

RECITALS

- (A) Amkadian Holdings, Inc., a Delaware corporation (the "**Company**"), has entered into a Credit Agreement among the Company and the Agent dated January 26, 2007 (as the same may be amended, restated, supplemented or otherwise modified, the "**Credit Agreement**").
- (B) Company and Agent, as agent for both the First Lien Lenders and the Second Lien Lenders, have entered into an Intercreditor Agreement, dated January 26, 2007 (as the same may be amended, restated, supplemented or otherwise, the "**Intercreditor Agreement**").
- (C) Grantor and certain Subsidiaries of the Company (collectively, the "**Subsidiary Guarantors**") have agreed to guarantee the obligations of the Company under the Credit Agreement and have entered into a Subsidiary Guaranty, dated as of January 26, 2007 (as the same may be amended, restated, supplemented or otherwise modified, the "**Subsidiary Guaranty**") among the Subsidiary Guarantors and the Agent.
- (D) The Grantor is party to a Pledge and Security Agreement, dated the date hereof, in favor of the Agent (the "**Pledge and Security Agreement**"), pursuant to which the Grantor is required to execute and deliver this Agreement.
- (E) In consideration of the mutual conditions and agreements set forth in the Credit Agreement, the Subsidiary Guaranty, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral

- (A) As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all First Lien Secured Obligations, the Grantor hereby pledges, assigns, transfers and grants to the Agent, for its benefit and for the benefit of the First Lien Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located. (B) As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise,

including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Second Lien Secured Obligations, the Grantor hereby pledges, assigns, transfers and grants to the Agent, for its benefit and for the benefit of the Second Lien Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

"Intellectual Property Collateral" means the Grantor's right, title and interest in, to and under

(a) all Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule I hereto,

(b) all Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto and

(c) all Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule III hereto;

(d) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license;

(e) all reissues, continuations or extensions of the foregoing; and

(f) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any (x) Copyright or Copyright Licensed under any Copyright License, (y) Trademark or Trademark licensed under any Trademark License or (z) Patent or Patent licensed under any Patent License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 3 Separate and Distinct Grants of Security

Notwithstanding anything to the contrary contained in this Agreement, the Grantor and the Agent (on behalf of the Secured Parties) acknowledge and agree that the Security Interests granted pursuant to this Agreement to the Agent (a) for the benefit of the First Lien Secured Parties and securing the First Lien Secured Obligations, shall be a "first" priority Security Interest in the Collateral, junior to no other Security Interests and (b) for the benefit of the Second Lien Secured Parties and securing the Second Lien Secured Obligations, shall be a "second" priority Security Interest in the Collateral junior only to the Security Interest described in clause (a) above. The Security Interests granted to the Agent and all other rights and benefits afforded hereunder to the Secured Parties are expressly subject to the terms and conditions of Intercreditor Agreement and, in the event of any conflict or inconsistency between the provisions of this Agreement and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall prevail. The grants of security hereunder constitute two separate and distinct grants of security: (1) the Security Interest in the Collateral granted to the First Lien Secured Parties securing the First Lien Secured Obligations and (2) the Security Interest in the Collateral granted to the Second Lien Secured Parties securing the Second Lien Secured Obligations, and each such Security Interest shall constitute a Security Interest separate and apart (and of a different class and claim) from each other Security Interest.

SECTION 4 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event shall the Collateral include and Grantor shall not be deemed to have granted a Security Interest in, any of its right, title or interest in any Intellectual Property if the grant of such Security Interest shall constitute or result in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein.

SECTION 5 Pledge and Security Agreement

The security interests granted pursuant to this Intellectual Property Security Agreement (Second Lien) are granted in conjunction with the security interests granted to the Agent pursuant to the Pledge and Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interests granted to it in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 6 Governing Law

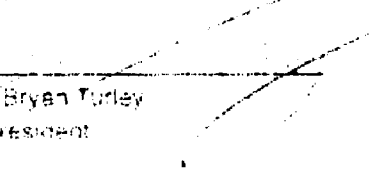
THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, INCLUDING WITHOUT LIMITATION, SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

BRIDGESTREET CORPORATE HOUSING WORLDWIDE, INC.



Bryan Turley
President

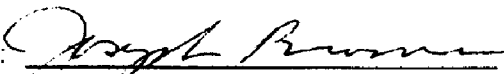
A07342319

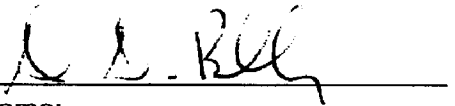
Intellectual Property Security Agreement (Second Lien)

ACCEPTED AND AGREED:

CREDIT SUISSE, CAYMAN ISLANDS BRANCH,

as Agent

By: 
Name: JOSEPH BROSNAN
Title: DIRECTOR

By: 
Name: DOUGLAS DIBELLA
Title: ASSISTANT VICE PRESIDENT