

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
Lexington Licensing Ltd.		10/03/2007	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	Kelly Pioneer Group LLC		
Street Address:	601 Pennsylvania Ave., NW		
City:	Washington		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20004		
Entity Type:	LIMITED LIABILITY COMPANY: DISTRICT OF COLUMBIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1152761	HOME AWAY FROM HOME	
Registration Number:	2277123	HOME AWAY FROM HOME	
CORRESPONDENCE DATA			
Fax Number:	(214)756-8663		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2147408663		
Email:	gtompkins@lockelord.com		
Correspondent Name:	Locke Lord (c/o George Tompkins)		
Address Line 1:	2200 Ross, Suite 2200		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	0053756.00001		
NAME OF SUBMITTER:	George M. Tompkins		
Signature:	/George M. Tompkins/		

CH \$65.00 1152761

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TRADEMARK
REEL: 003639 FRAME: 0113

Date:

10/12/2007

Total Attachments: 5

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Exhibit B

Assignment

WHEREAS, LEXINGTON LICENSING LTD., (hereafter "Assignor"), a limited partnership organized and existing under the laws of Texas, and having an address of 2555 SW Grapevine Parkway, Grapevine, Texas 76051, is the owner of the trademark registrations listed on Schedule 1 (Assignor's rights in the trademarks and registrations shall be collectively referred to herein as the "Marks"); and

WHEREAS, KELLY PIONEER GROUP LLC (hereafter "Assignee"), a Washington, DC limited liability company, having an address of 601 Pennsylvania Avenue, NW, Washington, DC 20004, desires to acquire all of Assignor's right, title and interest in and to the Marks and the registrations thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby grant and assign to Assignee, its successors, assigns and legal representatives, all of Assignor's right, title and interest in and to the Marks together with the goodwill associated therewith.

Assignor also assigns unto Assignee all claims for past, present, and future infringement, dilution, or misappropriation of the rights associated with the Marks prior to the date of assignment of the Marks, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed on the dates and in the capacities shown below.

LEXINGTON LICENSING LTD.

KELLY PIONEER GROUP LLC

By: *Michael G. Wilkins*Name: Michael G. WilkinsTitle: PartnerDate: 10-03-2007

By: _____

Name: _____

Title: _____

Date: _____

Exhibit B

Assignment

WHEREAS, LEXINGTON LICENSING LTD., (hereafter "Assignor"), a limited partnership organized and existing under the laws of Texas, and having an address of 2555 SW Grapevine Parkway, Grapevine, Texas 76051, is the owner of the trademark registrations listed on Schedule 1 (Assignor's rights in the trademarks and registrations shall be collectively referred to herein as the "Marks"); and

WHEREAS, KELLY PIONEER GROUP LLC (hereafter "Assignee"), a Washington, DC limited liability company, having an address of 601 Pennsylvania Avenue, NW, Washington, DC 20004, desires to acquire all of Assignor's right, title and interest in and to the Marks and the registrations thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby grant and assign to Assignee, its successors, assigns and legal representatives, all of Assignor's right, title and interest in and to the Marks together with the goodwill associated therewith.

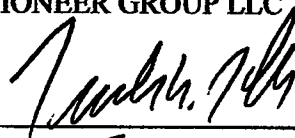
Assignor also assigns unto Assignee all claims for past, present, and future infringement, dilution, or misappropriation of the rights associated with the Marks prior to the date of assignment of the Marks, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed on the dates and in the capacities shown below.

LEXINGTON LICENSING LTD.

By: _____
Name: _____
Title: _____
Date: _____

KELLY PIONEER GROUP LLC

By: 
Name: FRANK A. KELLY
Title: PRESIDENT
Date: 10/3/07

SCHEDULE 1

Jurisdiction	Trademark	Reg. No.	Date of First Use	Issue Date
US	HOME AWAY FROM HOME	1152761	12-1-1961	4-28-1981
US	HOME AWAY FROM HOME	2277123	12-1-1961	9-14-1999
Canada	HOME AWAY FROM HOME	340039	7-1-1961	5-6-1988
Canada	HOME AWAY FROM HOME	651932	1-1990	10-31-2005

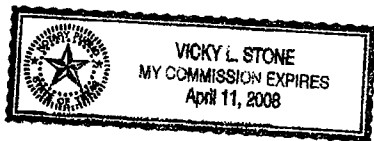
STATE OF TEXAS

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COUNTY OF TARRANT

Before me, the undersigned, a Notary Public on this day personally appeared Michael G. Wilkins, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said LEXINGTON LICENSING LTD., a limited partnership organized and existing under the laws of Texas, and that he had executed the same as the act of such company for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 3rd day of Oct 2007.



Vicky L. Stone
Notary Public in and for
the State of TX

Printed Notary Name
Vicky L. Stone

My Commission
Expires: April 11, 2008

DISTRICT OF COLUMBIA

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Before me, the undersigned, a Notary Public on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said KELLY PIONEER GROUP LLC, a limited liability company organized and existing under the laws of Washington, DC, and that he had executed the same as the act of such company for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this ____ day of _____, 2007.

Notary Public in and for
the State of Texas

Printed Notary Name

My Commission
Expires: _____

STATE OF TEXAS

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COUNTY OF TARRANT

Before me, the undersigned, a Notary Public on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said LEXINGTON LICENSING LTD., a limited partnership organized and existing under the laws of Texas, and that he had executed the same as the act of such company for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____ 2007.

Notary Public in and for
the State of _____

Printed Notary Name

My Commission
Expires: _____

DISTRICT OF COLUMBIA

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Before me, the undersigned, a Notary Public on this day personally appeared FRANCIS KELLY, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said KELLY PIONEER GROUP LLC, a limited liability company organized and existing under the laws of Washington, DC, and that he had executed the same as the act of such company for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this 3rd day of OCTOBER, 2007.

Maria Theresa Sember 10 #7093271

Notary Public in and for
the State of ~~Texas~~ VIRGINIA

Printed Notary Name

MARIA THERESA SEMBER

My Commission

Expires: MARIA THERESA SEMBER
Notary Public, Commonwealth of Virginia
My Commission Expires March 31, 2011

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