

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

05/07/2008
 900105973

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the state of incorporation of the assignee, U.S. Franchise Systems, Inc., from Georgia to "Delaware" previously recorded on Reel 001408 Frame 0674. Assignor(s) hereby confirms the Assigns The Entire Interest.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Microtel Franchise Development Corp.		10/05/1995	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	U.S. Franchise Systems, Inc.
Street Address:	13 Corporate Square
Internal Address:	Suite 250
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30329
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1541815	MICROTEL
Registration Number:	2010934	MICROTEL SUITES
Registration Number:	1556287	FIRST THE HOTEL THEN THE MOTEL NOW MICROTEL
Registration Number:	1677179	MICROTEL
Registration Number:	1670888	MICROTEL
Registration Number:	1554035	MICROTEL

CH \$165.00 1541815

CORRESPONDENCE DATA

Fax Number: (312)236-7516
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-368-4000
 Email: ch.tm@dlapiper.com

TO: MARK I. FELDMAN COMPANY: P.O. BOX 64807

Correspondent Name:	Mark I. Feldman
Address Line 1:	P.O. Box 64807
Address Line 4:	Chicago, ILLINOIS 60664-0807
ATTORNEY DOCKET NUMBER:	362113-8
NAME OF SUBMITTER:	Mark I. Feldman
Signature:	/Mark Feldman/
Date:	05/07/2008
Total Attachments: 6 source=U.S. Franchise - DE Articles#page1.tif source=U.S. Franchise - DE Articles#page2.tif source=U.S. Franchise - DE Articles#page3.tif source=U.S. Franchise - DE Articles#page4.tif source=U.S. Franchise - DE Articles#page5.tif source=U.S. Franchise - DE Articles#page6.tif	

12-04-1995

40.00 481
225.00 482
U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

FORM PTO-139
1-31-92



100100985

ME 10-10-95

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

1. Name of conveying party(ies):
Microcel Franchise and Development Corp.
 Individual(s)
 General Partnership
 Corporation - State New York
 Other
 Association
 Limited Partnership
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: U.S. Franchise Systems, Inc.
Internal Address: Suite 615
Street Address: 1800 Peachtree Street, N.W.
City: Atlanta State: GA ZIP: 30309

3. Nature of conveyance:
 Assignment
 Security Agreement
 Other
 Merger
 Change of Name

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation - State Georgia
 Other
If signature is not available to the United States, a domestic representative designee is attached: Yes No
(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
See attached Exhibit A
B. Trademark registration No.(s)
See attached Exhibit A
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Timothy J. Ramsay, Esq.
Internal Address: Suite 615
1800 Peachtree Street, N.W.
Atlanta, Georgia 30309
Street Address: Rodger, Ramsey & Andrews
1800 Peachtree St., NW, Suite 615
City: Atlanta State: GA ZIP: 30309

6. Total number of applications and registrations involved: 10
7. Total fee (37 CFR 1.41): 265.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature:
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
E. Anthony Wilson
Name of Person Signing

E. Anthony Wilson
Signature
October 5, 1995
Date

160 AG 10/24/95 1541815
160 AG 10/24/95 1541815
OMB No. 0631-0011 (exp. 4/94)

Total number of pages (including cover sheet): 2
4 482 225.00 JK

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, P.O. Box 1095, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0631-0011), Washington, D.C. 20503

RECEIVED
OCT 10 PM 11:16
DEPARTMENT BRANCH

**CERTIFICATE OF INCORPORATION
OF
U.S. FRANCHISE SYSTEMS, INC.**

- FIRST:** The name of the corporation is U.S. FRANCHISE SYSTEMS, INC. (the "Corporation").
- SECOND:** The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, County of New Castle, Wilmington, DE 19801. The name of the Corporation's registered agent is The Corporation Trust Company.
- THIRD:** The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "GCL").
- FOURTH:**
- A. The Corporation shall have authority to issue the following classes of stock, in the number of shares and at the par value as indicated opposite the name of the class:

CLASS	NUMBER OF SHARES AUTHORIZED	PAR VALUE PER SHARE
Common Stock	35,000,000	\$.01
Preferred Stock	1,000,000	\$.01

- B. The designations and the powers, preferences and relative, participating, optional or other rights of the capital stock and the qualifications, limitations or restrictions thereof are as follows:

1. Common Stock.
 - a. Voting Rights: Except as otherwise required by law or expressly provided herein, the holders of shares of Common Stock shall be entitled to one vote per share on each matter submitted to a vote of the stockholders of the Corporation.
 - b. Dividends: The holders of Common Stock shall be entitled to receive dividends at such times and in such amounts as may be determined by the Board of Directors of the Corporation.
 - c. Liquidation Rights: In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, after payment or provision for payment of the debts and other liabilities of the Corporation, the assets of the Corporation available for distribution to stockholders shall be distributed ratably among the holders of the shares of Common Stock.

2. Preferred Stock.

Preferred Stock may be issued from time to time in one or more series. Subject to the other provisions of this Certificate of Incorporation, the Board of Directors is authorized, subject to any limitations prescribed by law, to provide for the issuance of and to issue shares of the Preferred Stock in series, and by filing a certificate pursuant to the laws of the State of Delaware, to establish from time to time the number of shares to be included in each such series, and to fix the designation, powers, preferences and rights of the shares of each such series and any qualifications, limitations or restrictions thereof. The number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the Common Stock, without a vote of the holders of any Preferred Stock, or of any series thereof, unless a vote of any such holders is required pursuant to the certificate or certificates establishing such series of Preferred Stock.

FIFTH: The Board of Directors of the Corporation is expressly authorized to adopt, amend or repeal the by-laws of the Corporation (the "By-Laws").

SIXTH: Elections of directors need not be by written ballot unless otherwise provided in the By-Laws.

SEVENTH: Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of Section 291 of Title 8 of the GCL or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under the provisions of Section 279 of Title 8 of the GCL, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on this Corporation.

EIGHTH: The personal liability of the directors of the Corporation is hereby eliminated to the fullest extent permitted by the GCL.

NINTH: Indemnification of Directors, Officers and Other Persons:

- a. To the extent not prohibited by law, the Corporation shall indemnify any person who is or was made, or threatened to be made, a party to any threatened, pending or completed action, suit or proceeding (a "Proceeding"), whether civil, criminal, administrative or investigative, including, without limitation, an action by or in the right of the Corporation to procure a judgment in its favor, by reason of the fact that such person, or a person of whom such person is the legal representative, is or was a director or officer of the Corporation, or, at the request of the Corporation, is or was serving as a director or officer of any other corporation or in a capacity with comparable authority or responsibilities for any partnership, joint venture, trust, employee benefit plan or other enterprise (an "Other Entity"), against judgments, fines, penalties, excise taxes, amounts paid in settlement and costs, charges and expenses (including attorneys' fees, disbursements and other charges). Persons who are not directors or officers of the Corporation (or otherwise entitled to indemnification pursuant to the preceding sentence) may be similarly indemnified in respect of service to the Corporation or to an Other Entity at the request of the Corporation to the extent the Board at any time specifies that such persons are entitled to the benefits of this Article NINTH.
- b. The Corporation shall, from time to time, reimburse or advance to any director or officer or other person entitled to indemnification hereunder the funds necessary for payment of expenses, including attorneys' fees and disbursements, incurred in connection with any Proceeding, in advance of the final disposition of such Proceeding; provided, however, that, if required by the General Corporation Law, such expenses incurred by or on behalf of any director or officer or other person may be paid in advance of the final disposition of a Proceeding only upon receipt by the Corporation of an undertaking, by or on behalf of such director or officer (or other person indemnified hereunder), to repay any such amount so advanced if it shall ultimately be determined by final judicial decision from which there is no further right of appeal that such director, officer or other person is not entitled to be indemnified for such expenses.
- c. The rights to indemnification and reimbursement or advancement of expenses, provided by, or granted pursuant to, this Article NINTH shall not be exclusive of any other rights to which a person seeking indemnification or reimbursement or advancement of expenses may have or hereafter be entitled under any statute, this Certificate of Incorporation or any subsequent amendment thereto, the By-laws, any agreement, any

- vote of stockholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office.
- d. The rights to indemnification and reimbursement or advancement of expenses provided by, or granted pursuant to, this Article NINTH shall continue as to a person who has ceased to be a director or officer (or other person indemnified hereunder) and shall inure to the benefit of the executors, administrators, legatees and distributees of such person.
- e. The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of an Other Entity, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of this Article NINTH, the By-laws or under Section 145 of the General Corporation Law or any other provision of law.
- f. The provisions of this Article NINTH shall be a contract between the Corporation, on the one hand, and each director and officer who serves in such capacity at any time while this Article NINTH is in effect and any other person entitled to indemnification hereunder, on the other hand, pursuant to which the Corporation and each such director, officer, or other person intend to be, and shall be, legally bound.
- g. The rights to indemnification and reimbursement or advancement of expenses provided by, or granted pursuant to, this Article NINTH shall be enforceable by any person entitled to such indemnification or reimbursement or advancement of expenses in any court of competent jurisdiction. The burden of proving that such indemnification or reimbursement or advancement of expenses is not appropriate shall be on the Corporation. Neither the failure of the Corporation (including its Board, its independent legal counsel and its stockholders) to have made a determination prior to the commencement of such action that such indemnification or reimbursement or advancement of expenses is proper in the circumstances nor an actual determination by the Corporation (including its Board, its independent legal counsel and its stockholders) that such person is not entitled to such indemnification or reimbursement or advancement of expenses shall constitute a defense to the action or create a presumption that such person is not so entitled. Such a person shall also be indemnified for any expenses incurred in connection with successfully

establishing his or her right to such indemnification or reimbursement or advancement of expenses, in whole or in part, in any such proceeding.

- h. Any director or officer of the Corporation serving in any capacity (1) another corporation of which a majority of the shares entitled to vote in the election of its directors is held, directly or indirectly, by the Corporation or (2) any employee benefit plan of the Corporation or any corporation referred to in clause (1), shall be deemed to be doing so at the request of the Corporation.
- i. Any person entitled to be indemnified or to reimbursement or advancement of expenses as a matter of right pursuant to this Article NINTH may elect to have the right to indemnification or reimbursement or advancement of expenses interpreted on the basis of the applicable law in effect at the time of the occurrence of the event or events giving rise to the applicable Proceeding, to the extent permitted by law, or on the basis of the applicable law in effect at the time such indemnification or reimbursement or advancement of expenses is sought. Such election shall be made, by a notice in writing to the Corporation, at the time indemnification or reimbursement or advancement of expenses is sought; provided, however, that if no such notice is given, the right to indemnification or reimbursement or advancement of expenses shall be determined by the law in effect at the time indemnification or reimbursement or advancement of expenses is sought.
- j. No repeal or modification of this Article NINTH shall affect any rights or obligations with respect to any state of facts then or theretofore existing or thereafter arising or any proceeding theretofore or thereafter brought or threatened based in whole or in part upon any such state of facts.