

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment and Assumption Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lehman Commercial Paper, Inc.		07/14/2009	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	101 N. Tryon Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	2407010	BIGG BLUE MARTINI
Registration Number:	2407018	BIGG BLUE MARTINI
Registration Number:	2768557	D
Registration Number:	2661269	DORAL D
Registration Number:	2505936	
Registration Number:	2594700	FUN FACTORY
Registration Number:	2605172	FUNOLOGY
Registration Number:	2342315	HITECHATORIUM
Registration Number:	2704932	KIDS FUN FACTORY
Registration Number:	2613076	MIST SPA
Registration Number:	2455342	SHORELINES
Registration Number:	2955315	BAG IT!
Registration Number:	1609083	DORAL
Registration Number:	1338517	DORAL

OP \$640.00 2407010

Registration Number:	2786926	MEET IN THE USA
Registration Number:	2773250	
Registration Number:	2791919	STAY IN THE USA
Registration Number:	2737725	WHERE OWNERSHIP MEANS EVERYTHING
Registration Number:	2160939	BLUE SHOE BAR & GRILL
Registration Number:	2008314	CROSSROADS
Registration Number:	1482005	H INTERSTATE HOTELS CORPORATION
Registration Number:	1488867	KICKS
Registration Number:	2454144	LAKEVIEW BISTRO
Registration Number:	1561603	REGATTA
Registration Number:	2566925	

CORRESPONDENCE DATA

Fax Number: (919)416-8328
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 9192868041
Email: pto_tmconfirmation@mvalaw.com
Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 430 Davis Drive
Address Line 2: Suite 500
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	327000.011241 JES
NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	07/22/2009

Total Attachments: 6
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EXECUTION VERSION

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Assignment") is entered into as of July 14, 2009, between Lehman Commercial Paper Inc. and Bank of America, N.A.

Reference is made to (i) the Senior Secured Credit Agreement, dated as of March 9, 2007 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement"), by and among Interstate Operating Company, LP ("Borrower"), the lenders party thereto from time to time and Lehman Commercial Paper Inc., as administrative agent (in such capacity, the "Administrative Agent"), (ii) the Security Agreement (the "Security Agreement"), dated as of March 9, 2007, entered into by and among Pledgors party thereto (or thereafter joined pursuant to an Accession Agreement) and the Administrative Agent, (iii) the Trademark Security Agreement, dated as of March 9, 2007, entered into by Interstate Hotels and Resorts, Inc. ("IHRI"), in favor of the Administrative Agent (the "IHRI Agreement"), (iv) the Trademark Security Agreement, as of March 9, 2007, entered into by Interstate Hotels, LLC ("IHL"), in favor of the Administrative Agent (the "IHL Agreement") and (v) the Trademark Security Agreement, dated as of March 9, 2007, entered into by the Borrower, in favor of the Administrative Agent (the "Borrower Agreement"), and together with the IHRI Agreement and the IHL Agreement, the "Trademark Security Agreements").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement, the Trademark Security Agreements or this Assignment, as applicable.

WHEREAS, pursuant to the IHRI Agreement, which was recorded with the U.S. Patent and Trademark Office on April 5, 2007, at Reel/Frame No. 003516/0497, IHRI granted the Administrative Agent a security interest in and to all of its right, title and interest in and to the Trademarks listed on Schedule I, and the goodwill of the business connected with the use of, and symbolized by, such Trademarks, and any and all proceeds of the foregoing;

WHEREAS, pursuant to the IHL Agreement which was recorded with the U.S. Patent and Trademark Office on April 5, 2007 at Reel/Frame No. 003516/0511, IHL granted the Administrative Agent a security interest in and to all of its right, title and interest in and to the Trademarks listed on Schedule I, and the goodwill of the business connected with the use of, and symbolized by, such Trademarks, and any and all proceeds of the foregoing;

WHEREAS, pursuant to the Borrower Agreement which was recorded with the U.S. Patent and Trademark Office on April 5, 2007 at Reel/Frame No. 003516/0504, Borrower granted the Administrative Agent a security interest in and to all of its right, title and interest in and to the Trademarks listed on Schedule I, and the goodwill of the business connected with the use of, and symbolized by, such Trademarks, and any and all proceeds of the foregoing;

WHEREAS, the Administrative Agent (in such capacity, the "Resigning Agent") is resigning as Administrative Agent, and in connection therewith, and Bank of America N.A., as successor Administrative Agent (in such capacity, the "Successor Agent"), is assuming the role of administrative agent pursuant to that certain First Amended and Restated Senior Secured credit Agreement, dated as of July __, 2009, among the Borrower, the Successor Agent and the lenders party thereto from time to time (the "Amended Credit Agreement").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the Resigning Agent and the Successor Agent hereby agree as follows:

The Resigning Agent hereby irrevocably assigns to the Successor Agent without recourse, representation or warranty, and the Successor Agent hereby assumes from the Resigning Agent, the interest in and to the Resigning Agent's rights and obligations under the Trademark Security Agreements (the "Assigned Interest"), as of the Effective Date (as defined below). This Assignment is an absolute assignment. This Assignment is made without recourse, representation or warranty, express or implied, except that the Resigning Agent represents and warrants that (i) it is authorized to execute this document and perform its obligations hereunder, and (ii) its rights under the Trademark Security Agreements are not subject to any lien or, to its knowledge, any other adverse claim.

The effective date of this Assignment shall be the date of execution by all parties (the "Effective Date"). Following the execution of this Assignment, this Assignment will be delivered to the Successor Agent for recording by the Successor Agent pursuant to the Security Agreement and the Trademark Security Agreements with the United States Patent and Trademark Office.

From and after the Effective Date, (a) the Successor Agent shall be a party to the Trademark Security Agreements and shall have the rights and obligations of the Administrative Agent thereunder and under the other Credit Documents (as such term is defined in each of the Credit Agreement and the Amended Credit Agreement) and shall be bound by the provisions thereof, and (b) the Resigning Agent shall relinquish its rights and be released from its obligations under the Trademark Security Agreements.

The parties hereto authorize and request the Commissioner of Patents and Trademarks of the United States and/or any equivalent state official to record this Assignment against the Trademarks identified on Schedule I attached hereto.

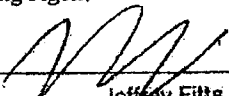
This Assignment may be executed in multiple counterparts (including telecopy or other electronic transmission), each of which shall be considered an original but all of which shall constitute one agreement.

This Assignment and the rights and obligations of the parties under this agreement shall be governed by, and construed and interpreted in accordance with, the law of the state of New York.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed by their respective duly authorized officers.

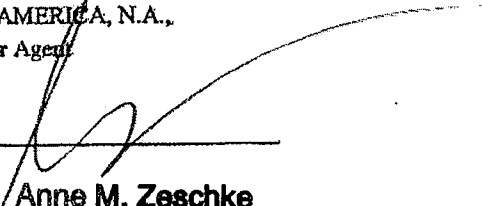
LEHMAN COMMERCIAL PAPER, INC.
as Resigning Agent

By: 
Name: Jeffrey Fitts
Title: Authorized Signatory

:

Accepted:

BANK OF AMERICA, N.A.,
as Successor Agent

By: 
Name: _____
Title: **Anne M. Zeschke**
Vice President

SCHEDULE I
to
ASSIGNMENT AND ASSUMPTION AGREEMENT

TRADEMARK	STATUS	APP. NO.	FILED	REG. NO.	REGISTERED	OWNER
BIG BLUE MARTINI	REGISTERED	75/578543	10/26/98	2407010	11/21/00	Interstate Hotels and Resorts, Inc.
BIG BLUE MARTINI and Design	REGISTERED	75/578265	10/26/98	2407018	11/21/00	Interstate Hotels and Resorts, Inc.
D & Design	REGISTERED	76/000374	3/14/00	2768557	9/30/03	Interstate Hotels and Resorts, Inc.
D DORAL & Design	REGISTERED	76/002775	3/17/00	2661269	12/17/02	Interstate Hotels and Resorts, Inc.
Design of a Fun Factory	REGISTERED	75/902340	1/24/00	2505936	11/13/01	Interstate Hotels and Resorts, Inc.
Design of a Star	REGISTERED	76/137697	9/29/00	25866925	05/07/02	Interstate Hotels and Resorts, Inc.
FUN FACTORY	REGISTERED	75/637160	2/9/99	2594700	08/18/02	Interstate Hotels and Resorts, Inc.
FUNOLOGY	REGISTERED	75/666697	3/9/99	2805172	08/06/02	Interstate Hotels and Resorts, Inc.
HITECHATORIUM	REGISTERED	75/479924	5/5/98	2342315	4/18/00	Interstate Hotels and Resorts, Inc.
KIDS FUN FACTORY	REGISTERED	75/656596	3/9/99	2704932	4/8/03	Interstate Hotels and Resorts, Inc.
MIST SPA	REGISTERED	75/768450	8/5/99	2613076	3/27/02	Interstate Hotels and Resorts, Inc.
SHORELINES	REGISTERED	76/083099	6/5/00	2455342	5/29/01	Interstate Hotels and Resorts, Inc.

TRADEMARK	STATUS	APP. NO.	FILED	REG. NO.	REGISTERED	OWNER
BAG IT! and Design	REGISTERED	76/461106	10/24/02	2955315	5/24/05	Interstate Operating Company, L.P.
DORAL	REGISTERED	73/783853	03/01/89	1609083	08/07/90	Interstate Operating Company, L.P.
DORAL	REGISTERED	73/500879	09/24/84	1338517	05/28/85	Interstate Operating Company, L.P.
MEET IN THE USA	REGISTERED	76/171171	11/27/00	2786926	11/25/03	Interstate

TRADEMARK	STATUS	APP. NO.	FILED	REG. NO.	REGISTERED	OWNER
						Operating Company, L.P.
Miscellaneous Design (Design of a Splash)	REGISTERED	76/427581	7/3/02	2773250	10/14/03	Interstate Operating Company, L.P.
STAY IN THE USA	REGISTERED	76/171571	11/27/00	2791919	12/9/03	Interstate Operating Company, L.P.
WHERE OWNERSHIP MEANS EVERYTHING	REGISTERED	76/172930	11/29/00	2737725	7/15/03	Interstate Operating Company, L.P.

TRADEMARK	STATUS	APP. NO.	FILED	REG. NO.	REGISTERED	OWNER
BLUE SHOE BAR & GRILL	REGISTERED	75/168082	9/17/96	2160939	5/26/98	Interstate Hotels, LLC
CROSSROADS	REGISTERED	75/010119	10/13/95	2008314	10/15/96	Interstate Hotels, LLC
INTERSTATE HOTELS CORPORATION and Design	REGISTERED	73/653986	4/8/87	1482005	3/22/88	Interstate Hotels, LLC
KICKS	REGISTERED	73/657734	4/27/87	1488867	05/17/88	Interstate Hotels, LLC
LAKEVIEW BISTRO	REGISTERED	75/852959	11/19/99	2454144	5/22/01	Interstate Hotels, LLC
REGATTA	REGISTERED	73/775916	1/23/89	1561603	10/17/89	Interstate Hotels, LLC