

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
BHAC Capital IV, L.L.C.		10/08/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	ESH Strategies Branding LLC
Street Address:	100 Dunbar Street
City:	Spartanburg
State/Country:	SOUTH CAROLINA
Postal Code:	29306
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	2157514	CROSSLAND
Registration Number:	2154308	CROSSLAND ECONOMY STUDIOS
Registration Number:	2157712	THE AFFORDABLE WAY TO STAY. AND STAY. AND STAY.
Registration Number:	2113801	EXTENDED STAYAMERICA EFFICIENCY STUDIOS
Registration Number:	2113800	EXTENDED STAYAMERICA EFFICIENCY STUDIOS E
Registration Number:	2157547	EXTENDED STAYAMERICA EFFICIENCY STUDIOS E
Registration Number:	2021504	EXTENDED STAY AMERICA
Registration Number:	2457084	EXTENDED STAY AMERICA
Registration Number:	3496984	E EXTENDED STAY AMERICA
Registration Number:	3055797	EXTSTAY.COM
Registration Number:	2456070	ROAD WARRIORS
Registration Number:	1509652	STUDIO PLUS
Registration Number:	3067826	STUDIO PLUS
Registration Number:	2304753	STUDIOPLUS DELUXE STUDIOS

CH \$665.00 2157514

Registration Number:	2430232	STUDIOPLUS DELUXE STUDIOS
Registration Number:	2116171	STUDIOPLUS
Registration Number:	3016461	EXTENDED STAY DELUXE
Registration Number:	3198051	E EXTENDED STAY DELUXE
Registration Number:	3122763	1-800-EXTSTAY
Registration Number:	3450820	EEEE
Registration Number:	3103158	E EXTENDED STAY HOTELS
Registration Number:	3560270	EEEE EXTENDED STAY DELUXE HOTEL
Registration Number:	2459037	HOMETOWN INN
Registration Number:	1513046	YOUR PERFECT PLACE FOR AN EXTENDED STAY
Registration Number:	3340696	DELUXE MORNINGS
Registration Number:	3340697	DELUXE ESSENTIALS

CORRESPONDENCE DATA

Fax Number: (212)859-4000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: oneilla@ffhsj.com
Correspondent Name: Henry Lebowitz
Address Line 1: One New York Plaza
Address Line 2: Fried Frank Harris Shriver & Jacobson
Address Line 4: New York, NEW YORK 10013

ATTORNEY DOCKET NUMBER:	32814-2
NAME OF SUBMITTER:	Lauren O'Neil
Signature:	/Lauren O'Neil/
Date:	11/03/2010

Total Attachments: 17

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (together with all Schedules hereto, this "IP Assignment"), effective as of October 8, 2010, is made by and between BHAC Capital IV, L.L.C., a Delaware limited liability company ("Assignor"), and ESH Strategies Branding LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, in connection with the jointly administered chapter 11 bankruptcy cases, case no. 09-13764 (the "Chapter 11 Cases"), currently pending before the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), in which Extended Stay Inc. and certain of its affiliates and subsidiaries are debtors and debtors in possession (collectively, the "ESI Debtors"), CP ESH Investors, LLC has entered into an Investment Agreement, dated as of June 4, 2010 (the "Agreement"), with certain of the ESI Debtors (the "Debtors") and certain other parties in interest regarding an equity investment in Assignee, on the terms and subject to the conditions contained in the Agreement, that would be implemented pursuant to a plan of reorganization substantially in the form attached to the Agreement to be filed with the Court (as amended, the "Plan"); and

WHEREAS, pursuant to the Transfer Agreement, dated as of June 17, 2010, and in accordance with Section 6.13 of the Plan, Assignor has agreed to sell, transfer, assign and convey to Assignee, and Assignee desires to receive, pursuant to the terms and conditions set forth in this IP Assignment, all of Assignor's right, title and interest in, to, and under the BHAC IP (as such term is defined in the Plan, and which shall be deemed to include, without limitation, the Intellectual Property (as such term is defined in the Plan) set forth on **Schedule A** hereto and the BHAC License Agreements (as such term is defined in the Plan) described on **Schedule B** hereto) (collectively referred to herein as the "BHAC Intellectual Property").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, the parties hereto agree as follows:

- 1 Definitions.** Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Plan.
- 2 Assignment and Transfer.** Effective upon the date of full execution of this IP Assignment:
 - 2.1** Assignor hereby sells, assigns, transfers, and conveys to Assignee, its successors and assigns, free and clear of all liens or other encumbrances (other than the Existing Encumbrances (as defined below)) and to the maximum extent provided under law, and Assignee accepts, all of Assignor's entire worldwide right, title and interest in, to and under the BHAC Intellectual Property, together with any and all goodwill connected with and symbolized by the BHAC Intellectual Property, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, as assignee of its entire right, title and interest therein, including in and to all rights therein provided by international conventions and treaties, all rights of priority and renewals, all income, royalties, damages, payments or other revenue now or hereafter due, attributable, or payable with respect thereto, and all causes of action (either in law or in equity) and all rights to sue, counterclaim, and recover for past, present and future infringement,

dilution, misappropriation, unlawful imitation, or other violation of or with the rights assigned hereunder.

- 2.2** Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors and assigns, to the maximum extent provided under law, and Assignee accepts and assumes, all of Assignor's rights and obligations (to the extent such obligations arise after the date of full execution of this IP Assignment) in and to the license, royalty, consent and settlement agreements set forth in the attached **Schedule B**. For the avoidance of doubt, Assignor is not assigning to Assignee, nor is Assignee accepting assignment of, any liabilities or obligations of Assignor under the agreements set forth in **Schedule B** to the extent such liabilities or obligations arise on or prior to the date of full execution of this IP Assignment.

3 Encumbrances.

The parties hereto acknowledge and agree that, as of the date of full execution of this IP Assignment, this IP Assignment and the BHAC Intellectual Property are each subject only to (a) the BHAC License Agreements described on **Schedule C** hereto, and (b) the liens and encumbrances set forth on **Schedule C** hereto (collectively, the "Existing Encumbrances").

4 Further Assurances.

Assignor (and its successors and assigns) shall timely execute and deliver all additional documents and perform all additional acts as are reasonably necessary or appropriate in order to perfect, record, assure, or otherwise confirm this IP Assignment and/or Assignee's right, title and interest in, to and under the BHAC Intellectual Property in every jurisdiction worldwide or otherwise to carry out the intent and purposes of this IP Assignment, including, without limitation, any filings or other actions required to be completed by Assignor in connection with the assignment of any domain registrations included in the BHAC Intellectual Property.

5 Authorization to Record.

To the extent applicable, the parties hereto authorize and request the Commissioner of Patents and Trademarks of the United States, the Copyright Office of the United States, the corresponding entities or agencies in any applicable foreign countries, and all applicable domain name registries to record Assignee as the assignee and owner of all BHAC Intellectual Property.

6 Miscellaneous.

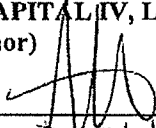
- 6.1 Headings.** The headings used in this IP Assignment are inserted for convenience only and neither constitute a portion of this IP Assignment nor in any manner affect the construction of the provisions of this IP Assignment.
- 6.2 Governing Law.** Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or by Delaware corporate, partnership or limited liability company law, the laws of the State of New York, without giving effect to the conflicts of laws principles thereof, shall govern the construction of this IP Assignment.
- 6.3 Exhibits and Schedules.** All Schedules to this IP Assignment are incorporated into and are a part of this IP Assignment as set forth in full herein.

- 6.4 Severability.** If any provision of this IP Assignment or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.
- 6.5 Counterparts.** This IP Assignment may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.


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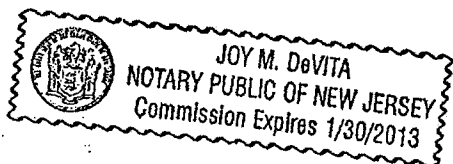
IN WITNESS WHEREOF, Assignor and Assignee have caused this IP Assignment to be duly executed in duplicate originals by their duly authorized representative as of the day and year first above written.

BHAC CAPITAL IV, L.L.C.
(as Assignor)

By: 
Name: David Lichtenstein
Title:
Date: September 29, 2010


Sworn to and subscribed before me
this 29 day of September, 2010.


Notary Public
My Commission Expires: _____



IN WITNESS WHEREOF, Assignor and Assignee have caused this IP Assignment to be duly executed in duplicate originals by their duly authorized representative as of the day and year first above written.


ESH STRATEGIES BRANDING LLC
(as Assignee)




By: 
Name: **Ty Wallach**
Title: **Vice President and Secretary**

Schedule A


BHAC Intellectual Property

	Trademark	Application/Registration Number	Country
1.	CROSSLAND	2157514	United States
2.	CROSSLAND ECONOMY STUDIOS & DESIGN 	2154308	United States
3.	THE AFFORDABLE WAY TO STAY AND STAY AND STAY	2157712	United States
4.	EXTENDED STAY AMERICA EFFICIENCY STUDIOS	2113801	United States
5.	EXTENDED STAY AMERICA EFFICIENCY STUDIO & DESIGN 	2113800	United States
6.	EXTENDED STAY AMERICA EFFICIENCY STUDIOS & E DESIGN 	2157547	United States
7.	EXTENDED STAY AMERICA	2021504	United States
8.	EXTENDED STAY AMERICA	2457084	United States

9.	EXTENDED STAY AMERICA & DESIGN EXTENDEDSTAY	3496984	United States
10.	EXSTAY.COM	3055797	United States
11.	ROAD WARRIORS	2456070	United States
12.	STUDIO PLUS	1509652	United States
13.	STUDIO PLUS STUDIO PLUS	3067826	United States
14.	STUDIOPLUS DELUXE STUDIOS	2304753	United States
15.	STUDIOPLUS DELUXE STUDIOS & DESIGN 	2430232	United States
16.	STUDIOPLUS (Stylized) StudioPLUS	2116171	United States
17.	EXTENDED STAY DELUXE	3016461	United States
18.	EXTENDED STAY DELUXE WITH LOGO 	3198051	United States

19.	1-800-EXSTAY 1-800-EXTSTAY	3122763	United States
20.		3450820	United States
21.	EXTENDED STAY HOTELS & DESIGN 	3103158	United States
22.	EXTENDED STAY DELUXE HOTEL 	3560270	United States
23.	HOMETOWN INN	2459037	United States
24.	YOUR PERFECT PLACE FOR AN EXTENDED STAY	1513046	United States
25.	DELUXE MORNINGS	3340696	United States
26.	DELUXE ESSENTIALS	3340697	United States

FOREIGN TRADEMARKS

Mark	Application/Registration No.	Country
EXTENDED STAY DELUXE	<u>Reg. No.:</u> TMA736065 <u>Appl No.:</u> 1271802	Canada
EXTENDED STAY DELUXE WITH CLUSTER E LOGO  EXTENDED STAY DELUXE	<u>Reg. No.:</u> TMA737259 <u>Appl No.:</u> 1271801	Canada
EXTENDED STAY AMERICA	<u>Reg. No.:</u> TMA 562533 <u>Appl No.:</u> 0824314	Canada
EXTENDED STAY AMERICA EFFICIENCY STUDIOS	<u>Reg. No.:</u> TMA 562627 <u>Appl No.:</u> 0824409	Canada
EXTENDED STAY AMERICA EFFICIENCY STUDIOS & DESIGN	<u>Reg. No.:</u> TMA 562596 <u>Appl. No.:</u> 0824411	Canada
PORTICO	<u>Reg. No.:</u> TMA 562605 <u>Appl. No.:</u> 0826260	Canada
EXTENDED STAY DELUXE HOTEL	<u>Reg. No.:</u> N/A <u>Appl. No.:</u> 1401193	Canada

DOMAIN NAMES

1800extstay.com
1800ext-stay.com
army-hotels.com
crossland.cc
crossland.tel
crossland.travel
crossland.us
crosslandbudgetsuites.com
crosslandeconomy.biz
crosslandeconomy.cc
crosslandeconomy.com
crosslandeconomy.net
crosslandeconomy.us
crosslandeconomystudios.biz
crosslandeconomystudios.cc
crosslandeconomystudios.com
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crosslandeconomystudios.us
crosslandeconomysuites.com
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crosslandstudios.mobi
crosslandstudios.net
crosslandstudios.travel
crosslandstudios.us
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esaarmy.com
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esahotels.com
esamilitary.com
esasuites.com
esausarmy.com

esa-usarmy.com
esausarmyhotels.com
esa-usarmyhotels.com
esd.travel
estadiaextendida.com
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estadiaextendidaaamerica.com
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estadiaextendidahotel.com
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estadiasextendidas.com
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extcorp.com
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extendedstayplusstudios.com

extendedstayplussuites.com
extendedstaysavers.com
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extendedstaysuites.com
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extstaydeals.com
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hoteltravelertips.com
militaryesa.com
militaryextendedstayamerica.com
roadwarrioraccommodations.com
roadwarriorhotels.com
roadwarriorlodging.com
roadwarriors.com
roadwarriorsuites.com
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usaextendedstay.com
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Schedule B

BHAC License Agreements

Amended and Restated Trademark License Agreement, dated as of July 11, 2005, between BHAC Capital IV, L.L.C. and ESA P Portfolio Operating Lessee Inc. (f/k/a BRE/ESA P Portfolio Operating Lessee Inc.)

Trademark License Agreement, dated as of July 12, 2006, between BHAC Capital IV, L.L.C. and BRE/ESA Canada Operating Lessee Inc.

Trademark License Agreement, dated as of June 13, 2006, between BHAC Capital IV, L.L.C. and BRE/ESA 2005 Operating Lessee Inc.

Trademark License Agreement, dated as of October 31, 2005, between BHAC Capital IV, L.L.C. and BRE/ESA Canada Operating Lessee Inc.

Trademark License Agreement, dated as of October __, 2005, between BHAC Capital IV, L.L.C. and BRE/ESA 2005 Operating Lessee Inc.

Trademark License Agreement, dated as of October 25, 2005, between BHAC Capital IV, L.L.C. and BRE/ESA 2005 Operating Lessee Inc.

Trademark License Agreement, dated as of March 24, 2006, between BHAC Capital IV, L.L.C. and BRE/ESA 2005 Operating Lessee Inc.

Trademark License Agreement, dated as of June 29, 2006, between BHAC Capital IV, L.L.C. and BRE/ESA 2005 Operating Lessee Inc.

Trademark License Agreement, dated as of August 11, 2006, between BHAC Capital IV, L.L.C. and BRE/ESA 2005 Operating Lessee Inc.

Trademark License Agreement, dated as of April __, 2007, between BHAC Capital IV, L.L.C. and BRE/ESA 2005 Operating Lessee Inc. (as assigned by ESA 2005 Operating Lessee, Inc. (f/k/a BRE/ESA 2005 Operating Lessee, Inc.) to ESA 2007 Operating Lessee, Inc. pursuant to the Assignment and Assumption of Trademark License Agreement, dated as of June 11, 2007).

Trademark License Agreement, dated as of April __, 2007, between BHAC Capital IV, L.L.C. and BRE/ESA 2005 Operating Lessee Inc.

Trademark License Agreement, dated as of March 27, 2007, between BHAC Capital IV, L.L.C. and BRE/ESA 2005 Operating Lessee Inc. (as assigned by ESA 2005 Operating Lessee, Inc. (f/k/a BRE/ESA 2005 Operating Lessee, Inc.) to ESA 2007 Operating Lessee, Inc. pursuant to the Assignment and Assumption of Trademark License Agreement, dated as of June 11, 2007).

Schedule C

Existing Encumbrances

Assignment of Franchise Agreement and Subordination of Franchise Agreement, dated as of June 11, 2007, by those entities identified on Schedule 1.1 thereto, ESA P Portfolio MD Trust, ESA MD Properties Business Trust, ESA Canada Trustee Inc., ESA P Portfolio Operating Lessee Inc., ESA 2005 Operating Lessee Inc., ESA Operating Lessee Inc., ESA Canada Operating Lessee Inc., Wachovia Bank, National Association, Bear Stearns Commercial Mortgage, Inc., and Bank of America, N.A., and as consented and agreed to by BHAC Capital IV, L.L.C.

Trademark Security Agreement, dated as of June 11, 2007, made by Homestead Village L.L.C and BHAC Capital IV, L.L.C., in favor of Wachovia Bank, N.A., Bear Stearns Commercial Mortgage, Inc., and Bank of America, N.A.