

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
Homestead Village L.L.C.		10/08/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3450814	HOMESTEAD SUITES
Registration Number:	3004515	SUITE OFFERS
Registration Number:	3125821	1-888-STAY-HSD
Registration Number:	3006021	A ROOM. A KITCHEN. A REASONABLE PRICE.
Registration Number:	3028288	YOU GO THE DISTANCE. WE DO THE SAME.
Registration Number:	2715925	HOMESTEAD EXTENDED-STAY LODGING
Registration Number:	1819557	HOMESTEAD VILLAGE
Registration Number:	3072952	HOMESTEAD VILLAGE
Registration Number:	2482936	HOMESTEAD INSTEAD
Registration Number:	2504937	HOMESTEAD GUEST STUDIOS
Registration Number:	2564446	HOMESTEAD STUDIO SUITES
Registration Number:	3095003	HOMESTEAD STUDIO SUITES HOTELS

CORRESPONDENCE DATA

900175700

**TRADEMARK
 REEL: 004408 FRAME: 0154**

CH \$315.00 3450814

Fax Number: (212)859-4000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: lauren.o'neil@friedfrank.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 10004

ATTORNEY DOCKET NUMBER:	32814-2
NAME OF SUBMITTER:	Lauren O'Neil
Signature:	/s/ Lauren O'Neil
Date:	11/05/2010

Total Attachments: 8
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TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment"), effective as of October 8, 2010, is made and entered into by and between Homestead Village L.L.C., a Delaware limited liability company ("ASSIGNOR"), and Extended Stay LLC, a Delaware limited liability company ("ASSIGNEE").

WHEREAS, ASSIGNOR owns certain intellectual property, including trademarks and service marks identified in Schedule A attached hereto (the "Trademarks") and the Internet domain name registrations identified in Schedule B attached hereto (the "Domain Names"); and

WHEREAS, ASSIGNOR is a debtor and debtor in possession in the jointly administered bankruptcy cases entitled In re: Extended Stay Inc., et al., lead case no. 09-13764 (the "Bankruptcy Cases"), filed in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") and is being reorganized pursuant to that certain Debtors' Fifth Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code Docket No. 1157 filed in the Bankruptcy Cases and confirmed by order of the Bankruptcy Court dated July 20, 2010 Docket No. 1172 (the "Plan"); and

WHEREAS, the Plan provides that as of the effective date of the Plan (the "Effective Date"), all right and title in and to all of ASSIGNOR's property, including intellectual property, the Trademarks, and Domain Names, and all goodwill connected with the use thereof, symbolized thereby, and associated therewith, shall vest in the reorganized debtors and in the ASSIGNEE free and clear from all Claims, Liens, Equity Interests, Encumbrances (each as defined in the Plan), charges and other interests; and

WHEREAS, as a result of and pursuant to the Plan, all of ASSIGNOR's right, title and interest in and to all of the intellectual property, including but not limited to the Trademarks and Domain Names and all goodwill connected with the use thereof, symbolized thereby, and associated therewith, shall be transferred to and shall vest in ASSIGNEE, and ASSIGNEE is desirous of acquiring the same.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, ASSIGNOR and ASSIGNEE hereby acknowledge and agree as follows:

1. Pursuant to and in accordance with the Plan, as of the Effective Date, all right, title, and interest in and to the ASSIGNOR's intellectual property, including but not limited to the Trademarks and Domain Names, and all goodwill connected with the use thereof, symbolized thereby, and associated therewith, are hereby assigned and transferred to, and vest in, the ASSIGNEE free and clear from all Claims, Liens, Equity Interests, Encumbrances, charges and other interests.
2. ASSIGNOR acknowledges and agrees that on the Effective Date, pursuant to and in accordance with the Plan, all right, title and interest in and to said intellectual property, including but not limited to the Trademarks and Domain Names, and all applications, registrations, and renewals therefor, with that part of the goodwill of the business connected with the use thereof, symbolized thereby, and associated therewith are hereby assigned and transferred to and shall vest in ASSIGNEE, its successors and assigns.
3. ASSIGNOR further agrees to execute, upon the request of ASSIGNEE, such additional documents as are necessary to perfect, continue, secure, defend, register, and otherwise give full effect to the rights of ASSIGNEE under this Assignment and the Plan in the intellectual property, including but not limited to the Trademarks, Domain Names, and all rights therein, and all applications, registrations, and renewals therefor, in the respective

state, country or countries, the goodwill connected with the use thereof, symbolized thereby, and associated therewith. ASSIGNOR further agrees to perform such other actions as are necessary to effect the transfer set forth in the Plan.

4. ASSIGNOR hereby acknowledges and agrees that the Commissioner of Patents and Trademarks of the United States, and each sovereign official holding a corresponding position of authority in any state or country within which the ASSIGNOR owns a Trademark, are authorized pursuant to the Plan to issue and to record the ASSIGNEE as owner of all right, title, and interest in and to the Trademarks and all applications, registrations, and renewals therefor, in the respective state, country or countries, the goodwill connected with the use thereof, symbolized thereby and associated therewith.
5. ASSIGNOR hereby acknowledges and agrees that each Domain Name registrar of the Domain Names is authorized by operation of the Plan to transfer and record in the name of ASSIGNEE ownership of and administrative contact for all such Domain Names.
6. This Assignment shall be binding upon the parties and upon their respective directors, officers, partners, employees, affiliates, subsidiaries, representatives, successors and assigns.
7. 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 Assignment.
8. If any provision of this 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.
9. This 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 testimony whereof, ASSIGNOR and ASSIGNEE has signed below, by its respective duly authorized legal representative, on this 29 day of September 2010.

ASSIGNOR:

Homestead Village L.L.C.

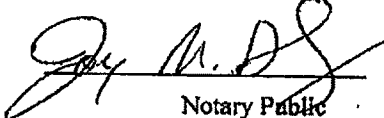
By: 

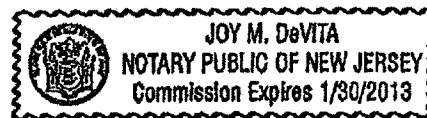
Name: David Lichtenstein

Title: President

STATE OF New Jersey
COUNTY OF Ocean

On this 29 day of September, 2010, before me appeared ASSIGNOR, _____, who acknowledged execution of this Assignment as a free act by such ASSIGNOR.


Notary Public



Short Form Trademark and Domain Name Assignment Agreement – Homestead Village

TRADEMARK
REEL: 004408 FRAME: 0158

In testimony whereof, **ASSIGNOR** and **ASSIGNEE** has signed below, by its respective duly authorized legal representative, on this 8th day of October 2010.

ASSIGNEE:

Extended Stay LLC

By: 

Name: **Susanne Clark**

Title: **Authorized Signatory**

Schedule A

HOMESTEAD VILLAGE L.L.C.
TRADEMARK REGISTRATIONS

Trademark	Application/Registration Number	Country
Homestead Suites with Design	3450814	United States
Suite Offers	3004515	United States
1-888-STAYHSD	3125821	United States
A Room. A Kitchen. A Reasonable Price.	3006021	United States
You Go the Distance. We do the Same.	3028288	United States
Homestead Extended-Stay Lodging	2715925	United States
Homestead Village	1819557	United States
Homestead Village with Design	3072952	United States
Homestead Instead	2482936	United States
Homestead Guest Studios	2504937	United States
Homestead Studio Suites	2564446	United States
Homestead Studio Suites with Design	3095003	United States

Schedule B

HOMESTEAD VILLAGE L.L.C.

DOMAIN NAMES

estudioshomestead.com
extendedstay.mobi
extendedstayhotel.tel
extstay.tel
famousroadwarrior.com
famousroadwarriors.com
homestead.tel
homestead-deluxe.biz
homesteaddeluxe.com
homestead-deluxe.com
homestead-deluxe.info
homesteaddeluxe.mobi
homestead-deluxe.net
homestead-deluxe.org
homesteaddeluxe.tel
homesteaddeluxehotel.com
homesteaddeluxehotels.com
homesteaddeluxestudios.tel
homesteaddeluxesuite.com
homestead-deluxe-suites.biz
homesteaddeluxesuites.com
homestead-deluxe-suites.com
homestead-deluxe-suites.info
homestead-deluxe-suites.net
homestead-deluxe-suites.org
homesteaddeluxesuites.tel
homesteadeluxe.com
homesteadextendedstayhotel.com
homesteadhotel.com
homesteadhotel.mobi
homesteadhoteldeluxe.com
homesteadhotels.cm
homesteadhotels.com
homesteadhotels.tel
homesteadhotels.travel
homesteadhotelssuites.biz
homesteadhotelssuites.com
homesteadhotelssuites.info
homesteadhotelssuites.net
homesteadhotelssuites.org
homesteadhotelsuite.com
homesteadhotelsuites.biz
homesteadhotelsuites.info
homesteadhotelsuites.net

homesteadhotelsuites.org
homesteadlodging.com
homesteadstudio.mobi
homesteadstudios.com
homesteadstudios.mobi
homesteadstudios.net
homesteadstudios.tel
homesteadstudiosites.com
homesteadstudiosuitehotels.com
homesteadstudiosuites.com
homesteadstudiosuites.tel
homesteadstudiosuites.travel
homesteadstudiosuiteshotels.com
homestead-suite.biz
homestead-suite.com
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homesteadsuite.mobi
homestead-suite.net
homestead-suite.org
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homesteadvillage.com
hoteleshomestead.com
stayextended.com
staynormal.com
staynormal.net
suitehomestead.com

suiteshomestead.com
thehomesteadsuite.com
thehomesteadsuites.com
veryclean.com
warrioroftheroad.com

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