TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Extended Stay LLC		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: 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

CH $315.00 3450814

CORRESPONDENCE DATA

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 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: 7
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Execution Copy

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 Extended Stay LLC, a Delaware limited liability company("ASSIGNOR"), and ESH Strategies Branding 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 desires to assign and transfer all of ASSIGNOR's intellectual property, including the Trademarks, and Domain Names, and all its right and title thereto and therein, and goodwill connected with the use thereof, symbolized thereby, and associated therewith, to ASSIGNEE free and clear from all claims, liens, encumbrances, security interests, charges, and other interests, 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. As of the date of this Assignment, 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, encumbrances, security interests, charges, and other interests.
2. ASSIGNOR acknowledges and agrees that on the date of this Assignment, 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 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 this Assignment.
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 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 8th day of October, 2010.

ASSIGNOR:

Extended Stay LLC

By: _____

Name: **William D. Rahm**
Title: **Vice President and Secretary**

ASSIGNEE:

ESH Strategies Branding LLC

By: _____

Name: Ty Wallach
Title: Vice President and Secretary

STATE OF New York)
COUNTY OF New York)

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

_____
Notary Public

JOSEPH HOBBS MELAND
Notary Public, State of New York
No. 01ME6156043
Qualified in Kings County
Commission Expires Dec. 20, 2010

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

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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

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homesteadhotelsuites.org
homesteadlodging.com
homesteadstudio.mobi
homesteadstudios.com
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homesteadstudios.net
homesteadstudios.tel
homesteadstudiosites.com
homesteadstudiosuitehotels.com
homesteadstudiosuites.com
homesteadstudiosuites.tel
homesteadstudiosuites.travel
homesteadstudiosuiteshotels.com
homestead-suite.biz
homestead-suite.com
homestead-suite.info
homesteadsuite.mobi
homestead-suite.net
homestead-suite.org
homesteadsuitehotel.biz
homesteadsuitehotel.com
homesteadsuitehotel.info
homesteadsuitehotel.net
homesteadsuitehotel.org
homesteadsuitehotels.com
homestead-suites.biz
homesteadsuites.cm
homestead-suites.info
homestead-suites.net
homestead-suites.org
homesteadsuites.tel
homestead-suites-deluxe.biz
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homestead-suites-deluxe.info
homestead-suites-deluxe.net
homestead-suites-deluxe.org
homesteadsuiteshotel.biz
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homesteadsuiteshotels.biz
homesteadsuiteshotels.com
homesteadsuiteshotels.info
homesteadsuiteshotels.net
homesteadvillage.com
hoteleshomestead.com
stayextended.com
staynormal.com
staynormal.net
suitehomestead.com

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

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