

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

BridgeStreet TM, LLC

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation- State: Delaware  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) January 21, 2011

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

2. Name and address of receiving party(ies)

- ☐ Yes  
☒ No

Additional names, addresses, or citizenship attached?

Name: Credit Suisse AG

Internal

Address: \_\_\_\_\_

Street Address: 11 Madison Avenue

City: New York

State: NY

Country: USA Zip: 10010

- ☐ Association Citizenship: \_\_\_\_\_  
☐ General Partnership Citizenship: \_\_\_\_\_  
☐ Limited Partnership Citizenship: \_\_\_\_\_  
☐ Corporation Citizenship: \_\_\_\_\_  
☒ Other Bank Citizenship: \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See attached Schedule III.

B. Trademark Registration No.(s)

See attached Schedule III.

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
See attached Schedule III.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: CT Lien Solutions

Internal Address: \_\_\_\_\_

Street Address: 187 Wolf Rd Ste 101

City: Albany

State: NY Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: \_\_\_\_\_

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165

- ☒ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 5683  
Expiration Date 10/12

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

9. Signature:

Yahavra Reyes  
Signature

January 24, 2011

Date

Yahavra Reyes

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$165.00 8515934

**SCHEDULE III**  
**TRADEMARK REGISTRATIONS**

**(G) REGISTERED TRADEMARKS**

<b>Trademarks</b>				
<b>Nature of Item</b>	<b>Owner</b>	<b>Jurisdiction</b>	<b>Serial Number</b>	<b>Registration Date</b>
BRIDGESTREET	BridgeStreet TM, LLC	Canada	TMA626310	11/23/2004
BRIDGESTREET & Design	BridgeStreet TM, LLC	Canada	TMA626405	11/23/2004
BRIDGESTREET (Stylized)	BridgeStreet TM, LLC	Canada	TMA626404	11/23/2004
BRIDGESTREET ACCOMMODATIONS	BridgeStreet TM, LLC	Canada	TMA626529	11/24/2004
BRIDGESTREET CORPORATE HOUSING WORLDWIDE & Design	BridgeStreet TM, LLC	Canada	TMA626500	11/24/2004
CORPORATE HOUSING MADE EASY	BridgeStreet TM, LLC	Canada	TMA667432	7/12/2006
FURNISHED APARTMENTS MADE EASY	BridgeStreet TM, LLC	Canada	TMA667434	7/12/2006
SERVICED APARTMENTS MADE EASY	BridgeStreet TM, LLC	Canada	TMA667433	7/12/2006
TEMPORARY HOUSING MADE EASY	BridgeStreet TM, LLC	Canada	TMA667431	7/12/2006
BRIDGESTREET & Design	BridgeStreet TM, LLC	CTM	848085	10/15/1999
SERVICED APARTMENTS MADE EASY	BridgeStreet TM, LLC	France	3348109	3/21/2005
BRIDGESTREET & Design	BridgeStreet TM, LLC	United States	2,211,753	12/15/1998
FURNISHED APARTMENTS MADE EASY	BridgeStreet TM, LLC	United States	3,181,804	12/05/2006
BRIDGESTREET	BridgeStreet TM, LLC	International Madrid filing (Australia, Bahrain, China, Egypt, Israel, Japan, Kenya, Monaco, Morocco, Norway, Oman, Russian Federation, Singapore, Switzerland)	1058548	11/09/2010

## (H) TRADEMARK APPLICATIONS

Trademarks				
Nature of Item	Owner	Jurisdiction	Serial Number	Date of filing
BRIDGESTREET	BridgeStreet TM, LLC	United States	85159344	10/22/2010
CAN YOU FEEL IT	BridgeStreet TM, LLC	United States	85163313	10/28/2010
FEEL CONNECTED	BridgeStreet TM, LLC	United States	85159298	10/22/2010
SERVICED APARTMENTS MADE EASY	BridgeStreet TM, LLC	United States	85159333	10/22/2010
BRIDGESTREET & Design	BridgeStreet TM, LLC	Madrid filing (Australia, Bahrain, China, Egypt, Israel, Japan, Kenya, Monaco, Morocco, Norway, Oman, Russian Federation, Singapore, Switzerland)	A0022611	12/22/2010
CAN YOU FEEL IT	BridgeStreet TM, LLC	Madrid filing (Australia, Bahrain, China, Egypt, European Union, Israel, Japan, Kenya, Monaco, Morocco, Norway, Oman, Russian Federation, Singapore, Switzerland)	A0022857	1/18/2011
FEEL CONNECTED	BridgeStreet TM, LLC	Madrid filing (Australia, Bahrain, China, Egypt, European Union, Israel, Japan, Kenya, Monaco, Morocco, Norway, Oman, Russian Federation, Singapore, Switzerland)	A0022864	1/18/2011
SERVICED APARTMENTS MADE EASY	BridgeStreet TM, LLC	Madrid filing (Australia, Bahrain, China, Egypt, European Union, Israel, Japan, Kenya, Monaco, Morocco, Norway, Oman, Russian Federation, Singapore, Switzerland)	A0022859	1/18/2011
FEEL CONNECTED	BridgeStreet TM, LLC	Canada	1501915	10/29/2010

## (I) TRADEMARK LICENSES

None.

**INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(Second Lien)**

**INTELLECTUAL PROPERTY SECURITY AGREEMENT (Second Lien)**, dated as of January 21, 2011, among BridgeStreet TM, LLC (the "Grantor") and Credit Suisse AG, Cayman Islands Branch (formerly known as Credit Suisse, Cayman Islands Branch), as agent and collateral agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (herein in such capacity, the "Agent").

**RECITALS**

- (A) BridgeStreet Worldwide, Inc. (formerly known as Amkadian Holdings, Inc.), a Delaware corporation (the "Company"), has entered into an Amended and Restated Credit Agreement among the Company, the financial institutions party thereto as first lien lenders (each individually referred to herein as a "First Lien Lender" and collectively as the "First Lien Lenders"), the financial institutions party thereto as second lien lenders (each individually referred to herein as a "Second Lien Lender" and collectively as the "Second Lien Lenders"), and the Agent dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified, the "Credit Agreement").
- (B) The Company and Agent, as agent for both the First Lien Lenders and the Second Lien Lenders, have entered into an Intercreditor Agreement, dated as of January 26, 2007 (as the same may be amended, restated, supplemented or otherwise, the "Intercreditor Agreement").
- (C) Grantor and certain Subsidiaries of the Company (collectively, the "Subsidiary Guarantors") have agreed to guarantee the obligations of the Company under the Credit Agreement and have entered into a Subsidiary Guaranty, dated as of January 26, 2007 (as the same may be amended, restated, supplemented or otherwise modified, the "Subsidiary Guaranty") among the Subsidiary Guarantors and the Agent.
- (D) The Grantor is party to a Pledge and Security Agreement, dated as of January 26, 2007, in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified, the "Pledge and Security Agreement"), pursuant to which the Grantor is required to execute and deliver this Agreement.
- (E) In consideration of the mutual conditions and agreements set forth in the Credit Agreement, the Subsidiary Guaranty, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**SECTION 1 Defined Terms**

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

**SECTION 2 Grant of Security Interest in Intellectual Property Collateral**

- (A) As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all First Lien Secured

Obligations, the Grantor hereby pledges, assigns, transfers and grants to the Agent, for its benefit and for the benefit of the First Lien Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located. (B) As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Second Lien Secured Obligations, the Grantor hereby pledges, assigns, transfers and grants to the Agent, for its benefit and for the benefit of the Second Lien Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

**"Intellectual Property Collateral"** means the Grantor's right, title and interest in, to and under

- (a) all Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule I hereto,
- (b) all Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto and
- (c) all Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule III hereto;
- (d) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license;
- (e) all reissues, continuations or extensions of the foregoing; and
- (f) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) Infringement or dilution of any (x) Copyright or Copyright Licensed under any Copyright License, (y) Trademark or Trademark licensed under any Trademark License or (z) Patent or Patent licensed under any Patent License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

### **SECTION 3     Separate and Distinct Grants of Security**

Notwithstanding anything to the contrary contained in this Agreement, the Grantor and the Agent (on behalf of the Secured Parties) acknowledge and agree that the Security Interests granted pursuant to this Agreement to the Agent (a) for the benefit of the First Lien Secured Parties and securing the First Lien Secured Obligations, shall be a "first" priority Security Interest in the Collateral, junior to no other Security Interests and (b) for the benefit of the Second Lien Secured Parties and securing the Second Lien Secured Obligations, shall be a "second" priority Security Interest in the Collateral junior only to the Security Interest described in clause (a) above. The Security Interests granted to the Agent and all other rights and benefits afforded hereunder to the Secured Parties are expressly subject to the terms and conditions of Intercreditor Agreement and, in the event of any conflict or inconsistency between the provisions of this Agreement and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall prevail. The grants of security hereunder constitute two separate and distinct grants of security: (1) the Security Interest in the Collateral granted to the First Lien Secured Parties securing the First Lien Secured Obligations and (2) the

Security Interest in the Collateral granted to the Second Lien Secured Parties securing the Second Lien Secured Obligations, and each such Security Interest shall constitute a Security Interest separate and apart (and of a different class and claim) from each other Security Interest.

#### **SECTION 4     Certain Exclusions**

Notwithstanding anything herein to the contrary, in no event shall the Collateral include and Grantor shall not be deemed to have granted a Security Interest in, any of its right, title or interest in any Intellectual Property if the grant of such Security Interest shall constitute or result in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein.

#### **SECTION 5     Pledge and Security Agreement**

The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Pledge and Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interests granted to it in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

#### **SECTION 6     Governing Law**

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, INCLUDING WITHOUT LIMITATION, SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.**

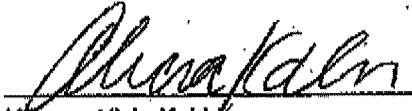
[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement (Second Lien) to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

BRIDGESTREET TM, LLC

By



Name: Alicia Kabir

Title: SVP, General Counsel

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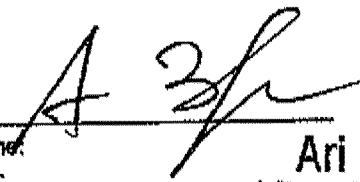
Signature Page for Intellectual Property Security Agreement (Second Lien)

TRADEMARK  
REEL: 004462 FRAME: 0110

ACCEPTED AND AGREED:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,

as Agent

By: 

Name:

Title:

Ari Bruger  
Vice President

By: 

Name:

Title:

KEVIN BUDDHDEW  
ASSOCIATE

A12910311

Signature Page for Intellectual Property Security Agreement (Second Lien)

TRADEMARK  
REEL: 004462 FRAME: 0111

**SCHEDULE I**  
**COPYRIGHT REGISTRATIONS**

**(A) REGISTERED COPYRIGHTS**

None.

**(B) COPYRIGHT APPLICATIONS**

None.

**(C) COPYRIGHT LICENSES**

None.

**SCHEDULE II**  
**PATENT REGISTRATIONS**

**(D) REGISTERED PATENTS**

None.

**(E) PATENT APPLICATIONS**

None.

**(F) PATENT LICENSES**

None.

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