

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------|--|----------------------|--------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| LodgeWorks, L.P. | | 08/31/2011 | LIMITED PARTNERSHIP: KANSAS |
| RECEIVING PARTY DATA | | | |
| Name: | Hyatt Corporation | | |
| Street Address: | 71 S. Wacker Drive, 14th Floor | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 18 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3606552 | AVIA | |
| Serial Number: | 77703599 | AVIA HOTELS | |
| Serial Number: | 77703581 | AVIA HOTELS | |
| Serial Number: | 77703551 | AVIA HOTELS | |
| Serial Number: | 77703522 | AVIA HOTELS | |
| Serial Number: | 77705024 | AVIA LONG BEACH | |
| Serial Number: | 77704362 | AVIA LONG BEACH | |
| Serial Number: | 77704342 | AVIA NAPA | |
| Serial Number: | 77704292 | AVIA NAPA | |
| Serial Number: | 77704251 | AVIA SAVANNAH | |
| Serial Number: | 77704218 | AVIA SAVANNAH | |
| Serial Number: | 77705087 | AVIA THE WOODLANDS | |
| Serial Number: | 85095712 | AVIA THE WOODLANDS | |
| Serial Number: | 77705103 | AVIA THE WOODLANDS | |

TRADEMARK

900204051

REEL: 004637 FRAME: 0651

CH \$465.00 3606552

| | | |
|----------------------|----------|----------------------------------|
| Serial Number: | 85095738 | AVIA THE WOODLANDS |
| Registration Number: | 3287222 | INN AT TOWN CENTER |
| Serial Number: | 85115198 | RIDDLING RACK |
| Serial Number: | 85115184 | RIDDLING RACK WINE + BARISTA BAR |

CORRESPONDENCE DATA

Fax Number: (312)236-7516

Phone: 312-368-4000

Email: ch.tm@dlapiper.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Keith W. Medansky

Address Line 1: P.O. Box 64807

Address Line 4: Chicago, ILLINOIS 60664-0807

| | |
|-------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 233586-000079 |
|-------------------------|---------------|

| | |
|--------------------|-------------------|
| NAME OF SUBMITTER: | Keith W. Medansky |
|--------------------|-------------------|

| | |
|------------|------------------|
| Signature: | /Keith Medansky/ |
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| | |
|-------|------------|
| Date: | 10/06/2011 |
|-------|------------|

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment Agreement ("IP Assignment") is entered into by and among LodgeWorks, L.P., a Kansas limited partnership ("LodgeWorks" or "Assignor"), and Hyatt Corporation, a Delaware corporation ("Purchaser" or "Assignee").

RECITALS

A. Whereas LodgeWorks currently owns certain Intellectual Property (defined below) pertaining to the Avia[®], Hotel Sierra[®] and Sierra Suites[®] businesses, and Intellectual Property used at or related to hotels operated by the Avia[®], Hotel Sierra[®] and Sierra Suites[®] businesses, including without limitation the Intellectual Property listed on Schedule A attached hereto (collectively the "Assigned Intellectual Property").

B. Whereas, for purposes of this Intellectual Property Assignment Agreement, the term "Intellectual Property" shall mean intellectual property, whether protected, created or arising under the laws of the United States or any other jurisdiction, including all tangible and intangible rights related thereto and arising therefrom, in connection with: (i) all patents and applications therefor, including all continuations, divisionals, and continuations-in-part thereof and patents issuing thereon, along with all reissues, reexaminations and extensions thereof; (ii) all trademarks, service marks, trade names, service names, brand names, trade dress rights, logos, corporate names, trade styles, logos and other source or business identifiers and general intangibles of a like nature, whether registered or under common law, together with the goodwill associated with any of the foregoing, along with all applications, registrations, renewals and extensions thereof; (iii) all Internet domain names; (iv) all copyrights and all mask work, database and design rights, whether or not registered or published, all registrations and recordings thereof and all applications in connection therewith, along with all reversions, extensions and renewals thereof; (v) trade secrets; (vi) all other intellectual property and industrial property rights arising from or relating to all software, information, designs, formulae, algorithms, procedures, methods, techniques, ideas, know-how, research and development, technical data, programs, subroutines, tools, materials, specifications, processes, inventions (whether patentable or unpatentable and whether or not reduced to practice), apparatus, creations, improvements, works of authorship and other similar materials, and all recordings, graphs, drawings, reports, analyses, and other writings, and other tangible embodiments of the foregoing, in any form whether or not specifically listed herein, and all related technology, that are used in, incorporated in, embodied in, displayed by or relate to, or are used in connection with the foregoing; and (vii) all Material Contracts (as defined in the Asset Purchase Agreement) granting any right relating to or under the foregoing.

C. Whereas Assignee desires to obtain all right, title and interest in, to or under any and all Assigned Intellectual Property, and Assignor is willing to so assign all right, title and interest in, to or under any and all Assigned Intellectual Property;

D. Whereas, the portion of the business to which any of the trademarks being transferred hereunder pertains is being assigned to Purchaser as successor thereto in accordance with the terms of an Amended and Restated Asset Purchase Agreement between the parties dated August 23, 2011;

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

1. Assignment. Assignor does hereby sell, assign, and transfer to Assignee all its right, title and interest (whether joint or several) in, to and under all of the Assigned Intellectual Property, whether registered or unregistered, together with the good will of the business associated therewith, all free of any liens or encumbrances.

2. Assignor Covenant. Assignor hereby covenants that it has full right to convey the entire interest herein assigned.

3. Authorization. Assignor hereby authorizes and requests the officials at the Patent and Trademark Offices in the United States and its territorial possessions and in any and all foreign countries to issue any and all enforceable rights, including Letters Patent or registrations, when granted, to Assignee for the sole use and benefit of Assignee and 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.

4. Acceptance of Assignment. Assignee hereby accepts such assignment and transfer of the Intellectual Property.

5. Further Assurances. Assignor shall execute such other or additional instruments of transfer or conveyance and undertake such other or additional actions in respect of the Assigned Intellectual Property as are reasonably requested by Assignee, including any applicable forms of assignment necessary for filing before the U.S. Patent and Trademark Office and domain name registrars, or equivalent filings in foreign jurisdictions, to effectuate the full and complete transfer of the Assigned Intellectual Property to Assignee.

IN TESTIMONY WHEREOF, Assignor has executed this IP Assignment by its officers and representatives thereunto duly authorized.

LODGEWORKS, L.P.

By: LodgeWorks Corporation, its general partner

By: [Signature]

Name: B. Anthony Isaac Roy R. Baker
Title: President Senior Vice President
Finance & Treasurer

Date: August 31, 2011

IN WITNESS WHEREOF, Assignee has executed this IP Assignment by its officers and representatives thereunto duly authorized.

HYATT CORPORATION

 By: 


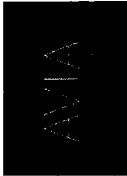
Name: Harmit Singh

Title: Executive Vice President & Chief Financial Officer

Date: 8.31.11

SCHEDULE A

1. Worldwide Report of AVIA Marks in the official record name of LodgeWorks, L.P.

| MARK | FILED | APPL# | REGDT | REG# | STATUS | CLASSES |
|--|-----------|------------|-----------|-----------|---|---------|
| <u>UNITED STATES.</u> | | | | | | |
| AVIA | 4/2/2007 | 77/146,493 | 4/14/2009 | 3,606,552 | REGISTERED | 043 |
|  | | | | | | |
| AVIA HOTELS Logo | 3/31/2009 | 77/703,599 | | | ALLOWED (Pending) | 043 |
| AVIA HOTELS | | | | | | |
| AVIA HOTELS Logo | 3/31/2009 | 77/703,581 | | | ALLOWED (Pending) | 043 |
|  | | | | | | |
| AVIA HOTELS Logo | 3/31/2009 | 77/703,551 | | | ALLOWED (Pending – Statement of Use Filed) | 043 |
| AVIA | | | | | | |
| AVIA HOTELS Logo | 3/31/2009 | 77/703,522 | | | ALLOWED (Pending– Statement of Use Filed) | 043 |



AVIA LONG BEACH Logo

4/2/2009

777705,024

ALLOWED 043
(Pending- Statement of Use Filed)



AVIA LONG BEACH Logo

4/1/2009

777704,362

ALLOWED 043
(Pending- Statement of Use Filed)

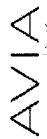


AVIA NAPA Logo

4/1/2009

777704,342

ALLOWED 043
(Pending- Statement of Use Filed)



AVIA NAPA Logo

4/1/2009

777704,292

ALLOWED 043
(Pending- Statement of Use Filed)

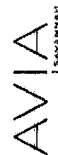


AVIA SAVANNAH Logo

4/1/2009

777704,251

ALLOWED 043
(Pending- Statement of Use Filed)



AVIA SAVANNAH Logo

4/1/2009

777704,218

ALLOWED 043
(Pending- Statement of Use Filed)

AVIA

AVIA THE WOODLANDS Logo

77/705,087

APPEALED
(Pending)

043

AVIA

AVIA THE WOODLANDS Logo

85/095,712

PENDING

043



AVIA THE WOODLANDS Logo

77/705,103

APPEALED
(Pending)

043



AVIA THE WOODLANDS Logo

85/095,738


PENDING

043

2. Common Law Avia Marks

- A. Avia Kitchen
- B. Avia Lounge

3. Worldwide Report of Miscellaneous or Additional Marks in the official record name of LodgeWorks, L.P.

| MARK | FILED | APPL# | REGDT | REG# | STATUS | CLASSES |
|--|------------|------------|-----------|-----------|----------------------|---------|
| <u>UNITED STATES.</u> | | | | | | |
| INN AT TOWN CENTER | 11/11/2005 | 78/752,209 | 8/28/2007 | 3,287,222 | REGISTERED | 043 |
| RIDDLING RACK  | 8/25/2010 | 85/115,198 | | | ALLOWED (Pending) | 043 |
| RiddlingRACK WINE + BARISTA BAR | | | | | | |
| RIDDLING RACK and Design | 8/25/2010 | 85/115,184 | | | ALLOWED (Pending) | 043 |