

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
Sierra Suites Franchise, 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: 19

Property Type	Number	Word Mark
Registration Number:	3353019	HOTEL SIERRA
Registration Number:	3353018	HOTEL SIERRA
Registration Number:	3616901	HS HOTEL SIERRA
Registration Number:	3632418	HS HOTEL SIERRA
Serial Number:	77365583	HS HOTEL SIERRA
Registration Number:	3632413	HS HOTEL SIERRA
Registration Number:	3599549	HS
Registration Number:	3107297	SIERRA SELECT
Registration Number:	2562701	SIERRA SUITES
Registration Number:	3363466	SIERRA SUITES HOTEL
Registration Number:	3363464	SIERRA SUITES HOTEL
Registration Number:	3104455	SIERRA SUITES HOTEL
Registration Number:	3104454	SIERRA SUITES HOTEL
Registration Number:	3177446	SIERRA SUITESTAKES

TRADEMARK

900204053

REEL: 004637 FRAME: 0661

CH \$490.00 3353019

Registration Number:	3171916	BITE-SIZED KITCHENS
Registration Number:	3275775	EASY ROAD
Registration Number:	3121302	MAGIC SLUMBER BEDS
Serial Number:	77510256	TASTEMAKER
Registration Number:	3151316	WEB EASY RATES

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/
Date:	10/06/2011

Total Attachments: 9
source=Assignment Sierra Suites to Hyatt#page1.tif
source=Assignment Sierra Suites to Hyatt#page2.tif
source=Assignment Sierra Suites to Hyatt#page3.tif
source=Assignment Sierra Suites to Hyatt#page4.tif
source=Assignment Sierra Suites to Hyatt#page5.tif
source=Assignment Sierra Suites to Hyatt#page6.tif
source=Assignment Sierra Suites to Hyatt#page7.tif
source=Assignment Sierra Suites to Hyatt#page8.tif
source=Assignment Sierra Suites to Hyatt#page9.tif

INTELLECTUAL PROPERTY ASSIGNMENT

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

RECITALS

A. Whereas Sierra Suites currently owns certain Intellectual Property (defined below), including without limitation, Intellectual Property 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.

SIERRA SUITES FRANCHISE, L.P.

By: LodgeWorks Corporation, its general partner

By: 

Name: B. Anthony Isaac
Title: President
Roy R. Baker
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 HOTEL SIERRA and SIERRA SUITES Marks in the official record name of Sierra Suites Franchise, L.P.

MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<u>CANADA</u>						
						
SIERRA SUITES HOTEL (Stylized & Design)	1/5/2006	1,285,048	9/4/2008	TMA722,868	REGISTERED	N/A (043)
						
SIERRA SUITES HOTEL (Stylized & Design)	1/5/2006	1,285,052	9/4/2008	TMA722,867	REGISTERED	N/A (043)
						
SIERRA SUITES HOTEL (Stylized & Design)	9/21/2004	1,231,657	5/17/2007	TMA687,911	REGISTERED	N/A (043)
						
SIERRA SUITES HOTEL (Stylized & Design)	9/21/2004	1,231,658	5/4/2007	TMA686,902	REGISTERED	N/A (043)
<u>EUROPEAN COMMUNITY (CTM)</u>						
HOTEL SIERRA	11/10/2008	007380141			PENDING (Opposed)	043
						
SIERRA SUITES	4/2/1996	000227074	6/7/1999	000227074	REGISTERED	042 (043)
SIERRA SUITES	11/10/2008	007380868	8/4/2009	007380868	REGISTERED	043



SIERRA SUITES HOTEL (Stylized & Design)

REGISTERED

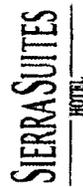
004840427

2/7/2007

004840427

1/9/2006

043



SIERRA SUITES HOTEL (Stylized & Design)

REGISTERED

004840419

1/30/2007

004840419

1/9/2006

043



SIERRA SUITES HOTEL (Stylized & Design)

REGISTERED

004008884

6/29/2006

004008884

9/1/2004

035,036,043



SIERRA SUITES HOTEL (Stylized & Design)

REGISTERED

004008901

6/29/2006

004008901

9/1/2004

035,036,043

UNITED STATES.



HOTEL SIERRA (Stylized & Design)

REGISTERED

77/021,070

12/11/2007

3,353,019

10/13/2006

043



HOTEL SIERRA (Stylized & Design)

REGISTERED

77/021,016

12/11/2007

3,353,018

10/13/2006

043



HS HOTEL SIERRA Logo

REGISTERED

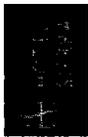
77/328,474

5/5/2009

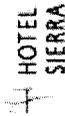
3,616,901

11/13/2007

043



HS HOTEL SIERRA Logo 1/8/2008 77/366,622 6/2/2009 3,632,418 REGISTERED 043



HS HOTEL SIERRA Logo 1/7/2008 77/365,583 ALLOWED (Pending) 043



HS HOTEL SIERRA Logo 1/7/2008 77/365,718 6/2/2009 3,632,413 REGISTERED 043



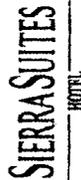
HS Logo 11/13/2007 77/328,501 3/31/2009 3,599,549 REGISTERED 043

SIERRA SELECT 3/10/2004 76/580,243 6/20/2006 3,107,297 REGISTERED 043

SIERRA SUITES 12/15/1995 75/036,303 4/23/2002 2,562,701 REGISTERED 042 (043)



SIERRA SUITES HOTEL (Stylized & Design) 12/19/2005 78/776,229 1/1/2008 3,363,466 REGISTERED 043



SIERRA SUITES HOTEL (Stylized & Design) 12/19/2005 78/776,222 1/1/2008 3,363,464 REGISTERED 043



SIERRA SUITES HOTEL (Stylized and Design) 6/28/2004 76/599,463 6/13/2006 3,104,455 REGISTERED 043



SIERRA SUITES HOTEL (Stylized and Design)	6/28/2004	76/599,462	6/13/2006	3,104,454	REGISTERED	043
SIERRA SUITESTAKES	5/20/2004	76/593,328	11/28/2006	3,177,446	REGISTERED	041

2. Common Law Hotel Sierra and Sierra Suites Marks

- A. HBar
- B. Evening Bistro
- C. 24-Hour Market

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

MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<u>UNITED STATES.</u>						
BITE-SIZED KITCHENS	11/10/2004	76/620,043	11/14/2006	3,171,916	REGISTERED	043
EASY ROAD	9/30/2004	76/613,997	8/7/2007	3,275,775	REGISTERED	043
MAGIC SLUMBER BEDS	11/10/2004	76/620,042	7/25/2006	3,121,302	REGISTERED	043
TASTEMAKER	6/27/2008	77/510,256			ALLOWED (Pending)	043
						
WEB EASY RATES & DESIGN	5/20/2004	76/593,327	10/3/2006	3,151,316	REGISTERED (Pending)	043