

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the the nature of conveyance to "Assigns the entire interest and the goodwill" previously recorded on Reel 004410 Frame 0542. Assignor(s) hereby confirms the Assignment of an Undivided Part of Assignors Interest.

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Extended Stay LLC		10/08/2010	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	ESH Strategies Branding LLC
<b>Street Address:</b>	100 Dunbar Street
<b>City:</b>	Spartanburg
<b>State/Country:</b>	SOUTH CAROLINA
<b>Postal Code:</b>	29306
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 12**

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

**TRADEMARK**

**900204833**

**REEL: 004643 FRAME: 0124**

**CH \$315.00 1819557**

**CORRESPONDENCE DATA**

Fax Number: (212)859-4000  
Phone: 212-859-8000  
Email: Henry.Lebowitz@ffhsj.com,teas@ffhsj.com

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

Correspondent Name: Henry Lebowitz  
Address Line 1: One New York Plaza  
Address Line 2: Fried Frank LLP  
Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	32814-2(BEDNAR)
NAME OF SUBMITTER:	Henry Lebowitz
Signature:	/HCL/
Date:	10/17/2011

Total Attachments: 9  
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**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	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**

<b>Name:</b>	ESH Strategies Branding LLC
<b>Street Address:</b>	100 Dunbar Street
<b>City:</b>	Spartanburg
<b>State/Country:</b>	SOUTH CAROLINA
<b>Postal Code:</b>	29306
<b>Entity Type:</b>	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**

**900176797**

**TRADEMARK  
 REEL: 004410 FRAME: 0542  
 TRADEMARK  
 REEL: 004643 FRAME: 0126**

**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 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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**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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

**ASSIGNOR:**

Extended Stay LLC

By: [Signature]

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

**ASSIGNEE:**

ESH Strategies Branding LLC

By: [Signature]

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.

[Signature]  
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**

<b>Trademark</b>	<b>Application/Registration Number</b>	<b>Country</b>
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  
homesteadstudios.mobi  
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  
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homestead-suites.biz  
homesteadsuites.cm  
homestead-suites.info  
homestead-suites.net  
homestead-suites.org  
homesteadsuites.tel  
homestead-suites-deluxe.biz  
homestead-suites-deluxe.com  
homestead-suites-deluxe.info  
homestead-suites-deluxe.net  
homestead-suites-deluxe.org  
homesteadsuiteshotel.biz  
homesteadsuiteshotel.com  
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homesteadsuiteshotel.net  
homesteadsuiteshotel.org  
homesteadsuiteshotels.biz  
homesteadsuiteshotels.com  
homesteadsuiteshotels.info  
homesteadsuiteshotels.net  
homesteadvillage.com  
hoteleshomestead.com  
stayextended.com  
staynormal.com  
staynormal.net  
suitehomestead.com

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**TRADEMARK**  
**REEL: 004640 FRAME: 0539**

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

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