

## TRADEMARK ASSIGNMENT

Electronic 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
Marriott International, Inc.		04/30/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	R&B Realty Group		
Street Address:	2222 Corinth Avenue		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90064		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	85501103	DISCOVER EXECUSTAY	
Serial Number:	85500687	DISCOVER EXECUSTAY	
Serial Number:	85500694	DISCOVER EXECUSTAY	
Registration Number:	3225702	ELITE DREAMER	
Registration Number:	2023967	EXECUSTAY	
Registration Number:	2750339	EXECUSTAY	
Registration Number:	2507007	GO ANYWHERE IN AMERICA AND STAY RIGHT AT HOME	
Registration Number:	2507008	GO ANYWHERE IN AMERICA AND STAY RIGHT AT HOME	
Registration Number:	3255242	LIVE LIKE A LOCAL	
Registration Number:	2998891	PREFERRED PLUS	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			

OP \$265.00 85501103

Phone: 6179518000  
Email: jennifer.kagan@bingham.com  
Correspondent Name: Jennifer Kagan  
Address Line 1: One Federal Street  
Address Line 2: Bingham McCutchen LLP  
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	0000358988
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NAME OF SUBMITTER:	Jennifer Kagan
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Signature:	/jenniferkagan/
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Date:	05/04/2012
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**Total Attachments: 4**

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source= Seller Parent Trademark#page4.tif

## SELLER PARENT TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated as of April 30, 2012, is made by and between Marriott International, Inc., a Delaware corporation ("Seller Parent" or the "Assignor") and R&B Realty Group (d/b/a Oakwood Worldwide), a California limited partnership (the "Assignee").

WHEREAS, the Assignor is the owner of all right, title and interest in and to the trademarks set forth on the attached *Annex A*, including the listed applications and registrations therefor (the "Trademarks");

WHEREAS, the Assignor and the Assignee have entered into a Purchase Agreement, dated as of April 13, 2012 (the "Purchase Agreement"), pursuant to which the Assignor has agreed to assign to the Assignee the Trademarks, along with the goodwill pertaining thereto and associated therewith, as the successor in interest to that portion of Assignor's business associated with the Trademarks; and

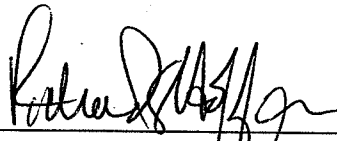
WHEREAS, Assignee desires to acquire all of the Assignor's right, title and interest in and to the Assignor's Trademarks, along with the goodwill pertaining thereto and associated therewith, as the successor in interest to that portion of Assignor's business associated with the Trademarks.

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment of Trademarks. Assignor hereby assigns to Assignee, and Assignee hereby accepts the assignment of, all of Assignor's right, title and interest in and to Assignor's Trademarks and the goodwill pertaining thereto and associated therewith, and including without limitation the right to sue for relief and recover damages for past, present or future infringement or dilution thereof.
2. Recordation. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States to record the change of ownership of Assignor's Trademarks as having become the property of Assignee.
3. Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of New York.
4. Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. This Agreement may be executed by facsimile signature and a facsimile signature shall constitute an original for all purposes.

IN WITNESS WHEREOF, the Assignors and Assignee have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

MARRIOTT INTERNATIONAL, INC.

By:   
Name: Richard S. Hoffman  
Title: Vice President

R&B REALTY GROUP, A CALIFORNIA  
LIMITED PARTNERSHIP (D/B/A  
OAKWOOD WORLDWIDE)

By: HFR R&B HOLDINGS, LLC,  
a Delaware limited liability company,  
Its Class A General Partner

By: Howard F. Ruby, Trustee of The  
Howard F. Ruby Trust, u/a dated  
September 5, 1978, as amended, Its  
Member

By: \_\_\_\_\_  
Name: Howard F. Ruby  
Title: Trustee

IN WITNESS WHEREOF, the Assignors and Assignee have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

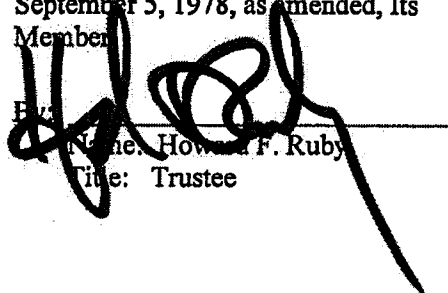
MARRIOTT INTERNATIONAL, INC.

By: \_\_\_\_\_  
Name:  
Title:

R&B REALTY GROUP, A CALIFORNIA  
LIMITED PARTNERSHIP (D/B/A  
OAKWOOD WORLDWIDE)

By: HFR R&B HOLDINGS, LLC,  
a Delaware limited liability company,  
Its Class A General Partner

By: Howard F. Ruby, Trustee of The  
Howard F. Ruby Trust, u/a dated  
September 5, 1978, as amended, Its  
Member

By:   
Name: Howard F. Ruby  
Title: Trustee

[Signature Page to Seller Parent Trademark Assignment Agreement]

TRADEMARK  
REEL: 004773 FRAME: 0429

## Annex A

### Trademarks

#### COUNTRY: UNITED STATES OF AMERICA

(owned by Seller Parent)

<b>Trademark</b>	<b>Status Class(es)</b>	<b>Application Number/Date</b>	<b>Registration Number/Date</b>
DISCOVER EXECUSTAY	Pending 43 Int.	85501103 21-Dec-2011	
DISCOVER EXECUSTAY	Pending 36 Int.	85500687 21-Dec-2011	
DISCOVER EXECUSTAY	Pending 41 Int.	85500694 21-Dec-2011	
ELITE DREAMER	Registered 36 Int., 43 Int.	78567026 14-Feb-2005	3225702 03-Apr-2007
EXECUSTAY	Registered 42 Int.	75048548 25-Jan-1996	2023967 17-Dec-1996
EXECUSTAY	Registered 36 Int., 43 Int.	78/126870 07-May-2002	2750339 12-Aug-2003
GO ANYWHERE IN AMERICA AND STAY RIGHT AT HOME	Registered 42 Int.	76213991 21-Feb-2001	2507007 13-Nov-2001
GO ANYWHERE IN AMERICA AND STAY RIGHT AT HOME	Registered 36 Int.	76213992 21-Feb-2001	2507008 13-Nov-2001
LIVE LIKE A LOCAL	Registered 36 Int., 43 Int.	78798842 25-Jan-2006	3255242 26-Jun-2007
PREFERRED PLUS	Registered 43 Int.	78199075 31-Dec-2002	2998891 20-Sep-2005
STAYING AHEAD (U.S. common law mark)			
TEST DRIVE A CITY (U.S. common law mark)			