

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Value Place Franchise Services LLC		06/27/2012	LIMITED LIABILITY COMPANY: KANSAS

RECEIVING PARTY DATA

Name:	Equity Bank
Street Address:	7701 E. Kellogg, Suite 100
City:	Wichita
State/Country:	KANSAS
Postal Code:	67207
Entity Type:	CORPORATION: KANSAS

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	85230995	VALUE NIGHT
Registration Number:	3034643	FROM \$149 WEEKLY VALUE PLACE
Registration Number:	3207650	VALUE PLACE
Registration Number:	3207649	FROM \$149 WEEKLY VALUE PLACE
Registration Number:	2893350	VALUE PLACE
Registration Number:	3825080	VALUE PLACE
Registration Number:	3834321	HOTEL CONVENIENCE. APARTMENT ESSENTIALS.
Registration Number:	3382526	VALUE ACROSS THE NATION
Registration Number:	3493172	VALUE ACROSS THE NATION

CORRESPONDENCE DATA

Fax Number: 3166308101
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: (316) 630-8100

OP \$240.00 85230995

Email: jcdahlgr@twgfirm.com
Correspondent Name: Jeffery C. Dahlgren
Address Line 1: 2959 N. Rock Road, Suite 300
Address Line 4: Wichita, KANSAS 67226

NAME OF SUBMITTER:	Jeffery C. Dahlgren
Signature:	/Jeffery C. Dahlgren/
Date:	06/29/2012

Total Attachments: 10
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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (the "Agreement"), dated as of June 21st, 2012 is entered into by and between each of the Borrowers listed on the signature pages hereto (each a "Pledgor" and collectively the "Pledgors"), and Equity Bank ("Lender").

WHEREAS, pursuant to that certain Loan and Security Agreement (as amended, restated, modified or supplemented from time to time, the "Loan Agreement") of even date herewith by and among each Pledgor, as a borrower, and the Lender, Lender has agreed to provide a loan and other financial accommodations to the Pledgors, and each Pledgor has agreed, among other things, to grant a security interest to the Lender in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Loan Agreement. Where applicable, and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in the State of Kansas as amended from time to time (the "Code").

(b) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest by way of ownership (but excluding any right, title, or interest held by Pledgor as licensee) in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by any Pledgor, including, without limitation, those that are listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) "Debt" shall mean and include the following: (i) all now existing and hereafter arising Indebtedness and Obligations of each and every Pledgor to the Lender under the Loan Agreement or any of the Other Documents, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of each and every Pledgor to the Lender, now existing or hereafter incurred under the Loan Agreement, the Note or any of the Other Documents as any of the same or any one or more of them may from time to time be amended, restated, modified, or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to any Borrower or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Agreement or the Other Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Agreement or the Other Documents or are made in circumstances in which any condition to extension of credit is not satisfied); and (ii) any sums advanced by the Lender or which may otherwise become due pursuant to the provisions of the Loan Agreement, the Note, this Agreement, or any Other Documents or pursuant to any

other document or instrument at any time delivered to the Lender in connection therewith, including commitment, letter of credit, agent or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Other Document or with respect to any default under any of the Debt.

2. To secure the full payment and performance of all Debt, each Pledgor hereby grants and conveys a security interest to Lender in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor covenants and warrants that:

(a) the Patents, Trademarks and Copyrights have not been adjudged invalid or unenforceable, in whole or in part, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 10 hereof;

(b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 10 hereof; as may be limited by bankruptcy, insolvency, or similar laws affecting the rights and remedies of creditors generally and general principals of equity; or the failure of such validity or enforceability will not have a material adverse effect with respect to Pledgor's business;

(c) except as otherwise listed on Schedule B hereto, licenses terminable at will, or licenses granted in the ordinary course of business, such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons;

(d) such Pledgor has the corporate power and authority to enter into this Agreement and perform its terms;

(e) except as otherwise listed on Schedule B hereto, no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights by Pledgor in the business as currently conducted does or may violate the rights of any third party, which claim has not been resolved to the reasonable satisfaction of Pledgor;

(f) [intentionally omitted]

(g) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights the failure of which creates a defense to Pledgor's right to enforce the same, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 10 hereof or the defense to such enforceability will not have a material adverse effect with respect to Pledgor's business;

(h) such Pledgor will not change its state of incorporation, formation or organization, as applicable without providing thirty (30) days prior written notice to the Lender;

(i) such Pledgor will not change its name without providing thirty (30) days prior written notice to the Lender; and

(j) such Pledgor shall preserve its corporate existence and except as permitted by the Loan Agreement, shall not (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not such Pledgor, or (ii) sell all or substantially all of its assets.

4. Each Pledgor agrees that, until all of the Debt shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without Lender's prior written consent which shall not be unreasonably withheld, except such Pledgor may license its Patents, Trademarks and Copyrights (a) in the ordinary course of business without the Lender's consent to franchisees, licensees, and operators to facilitate the operation of short term residential properties; (b) if the license is terminable at will; or (c) to independent contractors in the course of performing services for the exclusive benefit of Pledgor.

5. If, before the Debt shall have been indefeasibly satisfied in full, any Pledgor shall own any new Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and Pledgor shall give to Lender prompt notice in writing of any such new or improved Patent, Trademark, or Copyright constituting a patent, patent application, registered trademark, trademark application, or registered copyright. Each Pledgor and Lender agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, registered trademarks, or registered copyrights and the provisions of this Agreement shall apply thereto.

6. Lender shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Loan Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, Lender may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to any Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Lender shall designate by notice to such Pledgor, in Wichita, Kansas or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which such Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Debt as the Lender, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Debt shall be paid over to such Pledgor. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to such Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Lender may, to the extent permissible under Applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of any Pledgor, which right is hereby waived and released.

7. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender, as Lender may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for Lender to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third

Person, provided, however, that with respect to trade names, trademarks, or trademark applications, Lender will exercise such rights with respect to the applicable business, goods, or services materially consistent the nature and quality as exercised by Pledgor in the ordinary course of business. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement. Each Pledgor acknowledges and agrees that (i) the power of attorney herein granted shall in no way be construed as to benefit such Pledgor; (ii) the Lender herein granted this power of attorney shall have no duty to exercise any powers granted hereunder for the benefit of such Pledgor; and (iii) the Lender herein granted this power of attorney shall, to the extent exercisable, exercise any and all powers granted hereunder for the benefit of the Lender. The Lender hereby accepts this power of attorney and all powers granted hereunder for the benefit of the Lender.

8. At such time as the Pledgors shall have indefeasibly paid in full all of the Debt and the commitments to make Revolving Advances shall have terminated, this Agreement shall terminate and Lender shall execute and deliver to the Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgors full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by Lender pursuant hereto.

9. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by Pledgors within fifteen (15) days of demand by Lender, and if not paid within such time, shall be added to the principal amount of the Debt and shall bear interest at Default Rate.

10. Each Pledgor shall have the duty, through counsel reasonably acceptable to Lender, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Debt shall have been indefeasibly paid in full, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications, Patents, Trademarks and Copyrights, including without limitation the payment of all maintenance fees when the same may become due and before cancellation or abandonment of the same. Any expenses incurred in connection with such an application shall be borne by Pledgors. Each Pledgor shall not abandon any Patent, Trademark or Copyright without the consent of Lender, which shall not be unreasonably withheld. In addition, each Pledgor shall use reasonable commercial judgment in deciding whether to pursue and maintain Patents, Trademarks and Copyrights in the United States, and shall not be required to file its Patents, Trademarks or Copyrights on an international basis.

11. Each Pledgor shall have the right, with the consent of Lender, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join Lender, if necessary, as a party to such suit so long as Lender is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including reasonable legal fees, incurred by Lender as a result of such suit or joinder by such Pledgor.

12. No course of dealing between any Pledgor and Lender, nor any failure to exercise nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement or Other Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. All of Lender's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

14. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

15. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5.

16. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that each Pledgor may not assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

17. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Kansas without regard to its conflicts of law principles.

18. Each Pledgor hereby irrevocably submits to the exclusive jurisdiction of any Kansas State or Federal Court sitting in Wichita, Kansas, in any action or proceeding arising out of or relating to this Agreement, and Pledgors hereby irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such Kansas State or Federal court. Each Pledgor hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding.

19. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy transmission to the Lender of the signature pages hereof purporting to be signed on behalf of any Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

20. EXCEPT AS PROHIBITED BY LAW, EACH PLEDGOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS OR TRANSACTIONS RELATING THERETO.

21. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 14.6 [Notices] of the Loan Agreement.

22. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Lender hereunder and under the Other Documents, because the Lender's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Lender's rights (i) to inspect the books and records related to the Patents, Trademarks and Copyrights, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights, (iv) to enforce the provisions hereof pursuant to which such Pledgor has appointed the Lender its attorney-in-fact, and (v) to enforce the Lender's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

[SIGNATURE PAGE TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

BORROWERS:

Value Place Holdings LLC

By: [Signature]
Name: Ray Auer
Title: CFO

Value Place LLC

By: [Signature]
Name: Ray Auer
Title: CFO

Value Place Property Management LLC

By: [Signature]
Name: Ray Auer
Title: CFO

Value Place Franchise Services LLC

By: [Signature]
Name: Ray Auer
Title: CFO

Value Place Real Estate Services LLC

By: [Signature]
Name: Ray Auer
Title: CFO

Value Place Construction Services LLC

By: [Signature]
Name: Ray Auer
Title: CFO

LENDER

Equity Bank

By: [Signature]
Name: DRAYTON ALLOTT
Title: EVA

**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

Registered Patents

NONE

Pending Patent Applications

NONE

Registered Trademarks

SEE ATTACHED

Pending Trademark Applications

SEE ATTACHED

Registered Copyrights

NONE

FILED WITH US PATENT AND TRADEMARK OFFICE:				
APPLICANT/OWNER	DESCRIPTION OF MARK	DATE FILED	REGISTRATION NUMBER	STATUS
<i>Value Place Franchise Services LLC</i>	VALUE NIGHT (words only)	2/1/11	No Registration Number; Serial No. 85/230995	Notice of Allowance (NOA) sent (issued) 3/20/12 to applicant. Applicant must file a Statement of Use or Extension Request within six months of the NOA issuance date.
<i>Value Place Franchise Services LLC</i>	FROM \$149 WEEKLY VALUE PLACE (words and mark)	5/28/04	3034643	Registered 12/27/05.
<i>Value Place Franchise Services LLC</i>	VALUE PLACE (words and mark)	8/18/05	3207650	Registered 2/13/07.
<i>Value Place Franchise Services LLC</i>	FROM \$149 WEEKLY VALUE PLACE (words and mark)	8/18/05	3207649	Registered 2/13/07.
<i>Value Place Franchise Services LLC</i>	VALUE PLACE (words only)	7/2/03	2893350	Registered 10/12/04.
<i>Value Place Franchise Services LLC</i>	VALUE PLACE (words and mark)	12/28/09	3825080	Registered 7/27/10.
<i>Value Place Franchise Services LLC</i>	HOTEL CONVENIENCE. APARTMENT ESSENTIALS. (words only)	12/16/09	3834321	Registered 8/17/10.
<i>Value Place Franchise Services LLC</i>	VALUE ACROSS THE NATION	11/30/06	3382526	Registered 2/12/08.
<i>Value Place Franchise Services LLC</i>	VALUE ACROSS THE NATION	10/31/06	3493172	Registered 8/26/08
FILED WITH KANSAS SECRETARY OF STATE:				
<i>Value Place Franchise Services LLC</i>	VALUE PLACE (service mark)	5/27/04	16791	Active-updated 5/27/09.

**SCHEDULE B
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

LIST OF LIENS, CHARGES AND ENCUMBRANCES
OTHER THAN PERMITTED LIENS

NONE