

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT										
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignee's Entity Type previously recorded on Reel 004773 Frame 0425. Assignor(s) hereby confirms the Assignor hereby assigns to Assignee... all of Assignor's right, title and interest in and to Assignor's Trademarks.										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Marriott International, Inc.</td> <td></td> <td>04/30/2012</td> <td>CORPORATION: DELAWARE</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Marriott International, Inc.		04/30/2012	CORPORATION: DELAWARE
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:	LIMITED PARTNERSHIP: CALIFORNIA										
PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>2998891</td> <td>PREFERRED PLUS</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Registration Number:	2998891	PREFERRED PLUS		
Property Type	Number	Word Mark									
Registration Number:	2998891	PREFERRED PLUS									
CORRESPONDENCE DATA											
Fax Number:	3104057604										
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>											
Phone:	310-740-5105										
Email:	mgruenberg@gghllp.com										
Correspondent Name:	Matthew B. Gruenberg										
Address Line 1:	1640 S. Sepulveda Blvd., Suite 320										
Address Line 4:	Los Angeles, CALIFORNIA 90025										
NAME OF SUBMITTER:	Matthew B. Gruenberg										
Signature:	/Matthew B. Gruenberg/										
Date:	10/01/2012										

OP \$40.00 2998891

**Total Attachments: 4**

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## 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

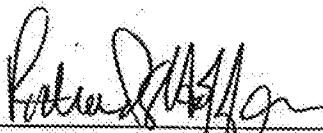
WHEREAS, Assignee desires to acquire all of the Assignor's right, title and interest in and to the Assignor's Trademarks, along with the goodwill pertaining thereto and associated therewith, as the successor in interest to that portion of Assignor's business associated with the Trademarks.

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.

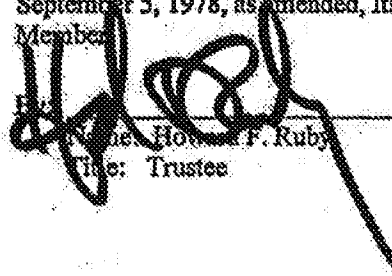
MARRIOTT INTERNATIONAL, INC.

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

R&B REALTY GROUP, A CALIFORNIA  
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Name: Howard F. Ruby  
Title: Trustee

[Signature Page to Seller Parent Trademark Assignment Agreement]

Annex A

Trademarks

COUNTRY: UNITED STATES OF AMERICA

(owned by Seller Parent)

Trademark	Status Class(es)	Application Number/Date	Registration Number/Date
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)			

DC01:646723.3