

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
Motel 6 Operating L.P.		10/01/2012	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	G6 Hospitality IP LLC
Street Address:	c/o Blackstone Real Estate Advisors VII L.P.
Internal Address:	345 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10154
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	3819883	
Registration Number:	3819882	
Registration Number:	2746818	CLICK 6
Registration Number:	4011982	GOIN' 6
Registration Number:	1589489	MOTEL 6
Registration Number:	0822563	MOTEL 6
Registration Number:	2198435	MOTEL 6
Registration Number:	2264831	MOTEL 6
Registration Number:	3660463	MOTEL 6
Registration Number:	4004098	MOTEL 6
Registration Number:	1788512	MOTEL 6
Registration Number:	4004099	
Registration Number:	4055347	MY MOTEL 6

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Registration Number:	1909607	WELCOME
Registration Number:	2815146	CLICK 6
Registration Number:	2688967	DEJAREMOS LAS LUCES ENCENDIDAS PARA TI
Registration Number:	2749965	EXTEND YOUR STAY, NOT YOUR BUDGET
Registration Number:	3612079	GOIN' 6
Registration Number:	3146894	MORE IN YOUR ROOM, LESS ON YOUR BILL
Registration Number:	1816233	MOTEL 6
Registration Number:	3878741	MY MOTEL 6
Registration Number:	1068742	SIXPENCE INN
Registration Number:	2018769	WE'LL LEAVE THE LIGHT ON FOR YOU
Registration Number:	1940378	WELCOME CARD
Serial Number:	85712286	G6 HOSPITALITY
Registration Number:	2320420	STUDIO 6
Registration Number:	2321455	STUDIO 6
Serial Number:	85474412	STUDIO 6
Registration Number:	2321452	STUDIO 6 EXTENDED STAY
Registration Number:	2321454	STUDIO 6 EXTENDED STAY
Registration Number:	2495770	STUDIO 6 EXTENDED STAY
Registration Number:	3847087	STUDIO 6 EXTENDED STAY
Registration Number:	1847100	WHEREVER YOU GO, THERE WE ARE.

CORRESPONDENCE DATA

Fax Number: 2124552502
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (212) 455-7976
Email: ksolomon@stblaw.com
Correspondent Name: Mindy M. Lok, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	010396/1140
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/mml/
Date:	10/03/2012

Total Attachments: 9

TRADEMARK
REEL: 004872 FRAME: 0881

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ASSIGNMENT AGREEMENT

This **ASSIGNMENT AGREEMENT** (the "Agreement") is made as of the 1st day of October, 2012, by and between Motel 6 Operating L.P., a Delaware limited partnership with an address of Accor North America, Inc., 4001 International Parkway, Carrollton, TX 75007 ("Assignor") on the one hand and G6 Hospitality IP LLC, a Delaware limited liability company, having an office at c/o Blackstone Real Estate Advisors VII L.P., 345 Park Avenue, New York, New York 10154 ("Assignee"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Limited Liability Company Purchase Agreement by and among Accor Business and Leisure North America, Inc., Accor Canada Inc. and BRE/Everbright M6 LLC, dated May 22, 2012 (the "Purchase Agreement").

WHEREAS, Assignor owns the trademarks and trade names listed on the attached Schedule A, any registrations or applications therefor, and all goodwill associated therewith (collectively, the "Trademarks");

WHEREAS, Assignor owns the copyright in and to the works of authorship identified on the attached Schedule B, including all copyright applications or registrations therefor (collectively, the "Copyrights");

WHEREAS, Assignor owns the designs listed on the attached Schedule C, including all applications, registrations, industrial designs and design patent and other intellectual property rights therefor (collectively, the "Designs");

WHEREAS, Assignor owns the domain names listed on the attached Schedule D, including all registrations therefor and all technical rights and administrative rights thereto (collectively, the "Domain Names");

WHEREAS, Assignor wishes to assign, and the Assignee wishes to acquire and assume, the Trademarks, Copyrights, Designs, and Domain Names from Assignor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignment.

(a) Assignor hereby transfers, conveys, and assigns to Assignee the full extent of its right, title, and interest in and to the Trademarks, together with the goodwill symbolized thereby, including all rights of renewal and extension thereof, all common-law rights related thereto, and all rights to sue and recover for past infringement or violation of the foregoing.

(b) Assignor hereby transfers, conveys, and assigns to Assignee all worldwide right, title, and interest in and to the Copyrights, including all extensions and renewals thereof, and all rights to sue and recover for past infringement or violation of the foregoing.

(c) Assignor hereby transfers, conveys, and assigns to Assignee all right, title, and interest in and to the Designs, including all rights to sue and recover for past infringement or violation of the foregoing.

(d) Assignor hereby transfers, conveys, and assigns to Assignee the full extent of its right, title, and interest, if any, in and to all other Intellectual Property solely owned by Assignor and primarily used in connection with the Target Business, including all rights to sue and recover for past infringement or violation of the foregoing.

(e) Assignor hereby transfers, conveys, and assigns to Assignee all right, title, and interest in and to the Domain Names. Promptly following execution of this Agreement, Assignor and/or Assignor's designated agent will work with Assignee and/or Assignee's designated agent to use best efforts to effectuate the transfer of the Domain Names without delay and to ensure that Assignee has all administrative rights to the Domain Names. Assignor agrees to execute any further documents or take any commercially reasonable further steps as Assignee may reasonably deem necessary to effectuate the transfer of the Domain Names to Assignee.

2. Further Assurances. Assignor agrees to, as promptly as practicable, execute all documents and assist in all proceedings (at the sole cost and expense of the Assignee) to perfect, register, or record the rights granted Assignee herein as Assignee may reasonably deem appropriate.

3. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of New York.

4. Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which together shall constitute one and the same instrument.

Signed as a sealed instrument this 1st day of October, 2012.

[Signature Page to Follow]

G6 HOSPITALITY IP LLC


By: 

Printed name: Alan J. Rabinowitz

Title: Executive Vice President – Business
Affairs, General Counsel & Secretary

MOTEL 6 OPERATING L.P., by:

G6 Hospitality LLC
Managing General Partner

By: 

Printed name: Alan J. Rabinowitz

Title: Executive Vice President – Business
Affairs, General Counsel & Secretary

[Signature Page IP Assignment (Motel 6 Operating L.P. – G6 Hospitality IP LLC)]

TRADEMARK
REEL: 004872 FRAME: 0885

SCHEDULE A
(Trademarks)

United States:

<u>Mark</u>	<u>(App. No.) Reg. No.</u>	<u>(Filing Date) Registration Date</u>
(Interior Hotel Room Design - Blue)	3,819,883	July 13, 2010
(Interior Hotel Room Design - Orange)	3,819,882	July 13, 2010
CLICK 6 (design)	2,746,818	August 5, 2003
GOIN' 6 (design)	4,011,982	August 16, 2011
MOTEL 6 (design)	1,589,489	March 27, 1990
MOTEL 6 (design)	822,563	January 16, 1967
MOTEL 6 (design)	2,198,435	October 20, 1998
MOTEL 6 (design)	2,264,831	July 27, 1999
MOTEL 6 (design)	3,660,463	July 28, 2009
MOTEL 6 (exterior design)	4,004,098	July 26, 2011
MOTEL 6 (design)	1,788,512	August 17, 2003
(Design of Hotel Exterior)	4,004,099	July 26, 2011
MY MOTEL 6 (design)	4,055,347	November 15, 2011
WELCOME (design)	1,909,607	August 1, 1995
CLICK 6	2,815,146	February 17, 2004
DEJAREMOS LAS LUCES ENCENDIDAS PARA TI	2,688,967	February 18, 2003
EXTEND YOUR STAY, NOT YOUR BUDGET	2,749,965	August 12, 2003
GOIN' 6	3,612,079	April 28, 2009
MORE IN YOUR ROOM, LESS ON YOUR BILL	3,146,894	September 19, 2006
MOTEL 6	1,816,233	January 11, 1994
MY MOTEL 6	3,878,741	November 23, 2010
SIXPENCE INN	1,068,742	June 28, 1977
WE'LL LEAVE THE LIGHT ON FOR YOU	2,018,769	November 26, 1996
WELCOMECARD	1,940,378	December 12, 1995
G6 HOSPITALITY (design)	(85-712286)	(August 24, 2012)
STUDIO 6	2,320,420	February 22, 2000
STUDIO 6 (design)	2,321,455	February 22, 2000
STUDIO 6 (stylized)	(85-474412)	November 16, 2011
STUDIO 6 EXTENDED STAY (design)	2,321,452	February 22, 2000
STUDIO 6 EXTENDED STAY (design)	2,321,454	February 22, 2000
STUDIO 6 EXTENDED STAY	2,495,770	October 9, 2001
STUDIO 6 EXTENDED STAY	3,847,087	September 14, 2010

(design)		
WHEREVER YOU GO, THERE WE ARE.	1,847,100	July 26, 1994

United States - State Marks:

<u>Mark</u>	<u>State</u>	<u>(App. No.) Reg. No.</u>	<u>(Filing Date) Registration Date</u>
MOTEL 6 (design)	Georgia	S-1822	March 25, 1969
SIXPENCE INN	California	4400	May 11, 1976
MOTEL 6 (design)	Pennsylvania	769954	October 28, 1968
MOTEL 6 (design)	Michigan	M00023	May 8, 1973
MOTEL 6	Wyoming	2004-000467664	May 24, 2004
MOTEL 6 ECONOMY LODGING	Nebraska	NE 10061275	July 29, 2004
MOTEL 6	Colorado	20041188901	May 24, 2004
MOTEL 6 N1210	Colorado	20081443576	August 20, 2008
MOTEL 6 No 1016	Colorado	20081443580	August 20, 2008

Canada:

<u>Mark</u>	<u>(App. No.) Reg. No.</u>	<u>(Filing Date) Registration Date</u>
(Design of Hotel Exterior)*	(1563469)	(February 9, 2012)
(Design of Hotel Room Interior - white, blue, gray & yellow)*	(1563456)	(February 9, 2012)
(Interior Hotel Room Design - white, orange, gray, & beige)*	(1563458)	(February 9, 2012)
MOTEL 6 (design)*	TMA280646	June 23, 1983
MOTEL 6 (design)*	TMA869372	March 9, 2001
MOTEL 6 (design)*	TMA531493	August 21, 2000
MOTEL 6 (design)	TMA542121	August 21, 2000
STUDIO 6 (design)*	TMA588233	August 27, 2003
STUDIO 6 EXTENDED STAY (design)*	TMA588044	August 25, 2003
WELCOME (design)*	TMA578954	April 4, 2003
6*	TMA359639	August 18, 1989
EXTEND YOUR STAY, NOT YOUR BUDGET*	TMA608424	April 23, 2004
MORE IN YOUR ROOM, LESS ON YOUR BILL*	TMA668297	July 20, 2006
MOTEL 6*	TMA275651	January 14, 1983
NOUS ALLONS LAISSER LA LUMIERE ALLUMEE PUR VOUS*	TMA575127	February 6, 2003
STUDIO 6*	TMA574604	January 29, 2003
STUDIO 6 EXTENDED STAY*	TMA580202	April 30, 2003
WE'LL LEAVE THE LIGHT ON FOR YOU*	TMA372320	August 24, 1990

*Records are still in the name of Societe de Participations et D'Investissements de Motels, but assignment to Motel 6 Operating L.P. dated June 29, 2012 was sent to the Canadian Intellectual Property Office on August 12, 2012.

Mexico:

<u>Mark</u>	<u>(App. No.) Reg. No.</u>	<u>(Filing Date) Registration Date</u>
MOTEL 6°	686839	February 22, 2001
DEJAREMOS LAS LUCES ENCENDIDAS PARA TI°	632015	October 29, 1999
EL SEIS°	1047968	June 30, 2008
M6°	1038401	April 30, 2008
S6°	1038400	April 30, 2008
WE'LL LEAVE THE LIGHT ON FOR YOU°	476295	October 6, 1994

° Record still in the name of Societe de Participations et D'Investissements de Motels, but assignment to Motel 6 Operating L.P. dated June 29, 2012 was filed September 27, 2012.

SCHEDULE B
(Copyrights)

None.

SCHEDULE C
(Designs and Design Patents)

None.

SCHEDULE D
(Domain Names)

None.