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
G6 HOSPITALITY IP LLC		10/01/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, NATIONAL ASSOCIATION
Street Address:	383 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10179
Entity Type:	Banking Association: OHIO

Name:	GERMAN AMERICAN CAPITAL CORPORATION
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	CORPORATION: MARYLAND

Name:	CITIGROUP GLOBAL MARKETS REALTY CORP.
Street Address:	388 Greenwich Street
Internal Address:	19th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	CORPORATION: NEW YORK

CH $890.00 4157560

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	4157560	CORPORATE PLUS @ 6

Serial Number:	85531749	SAVE MORE FOR WHAT YOU TRAVEL FOR
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
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	WELCOMECARD
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.

Fax Number:	2125046666

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

Phone:	2125046000
Email:	jennifer.chick@cwt.com
Correspondent Name:	CADWALADER WICKERSHAM & TAFT LLP
Address Line 1:	One World Financial Center
Address Line 4:	New York, NEW YORK 10281

NAME OF SUBMITTER:	Jennifer A. Chick
Signature:	/Jennifer A. Chick/
Date:	10/05/2012

Total Attachments: 7
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") dated October 1, 2012, is made by **G6 HOSPITALITY IP LLC**, a Delaware limited liability company, having an office at c/o The Blackstone Group, 345 Park Avenue, New York, New York 10154 ("**Pledgor**"), in favor of **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**, a banking association chartered under the laws of the United States of America, having an address at 383 Madison Avenue, New York, New York 10179, **GERMAN AMERICAN CAPITAL CORPORATION**, a Maryland corporation, having an address at 60 Wall Street, New York, New York 10005, and **CITIGROUP GLOBAL MARKETS REALTY CORP.**, a New York corporation, having an address at 388 Greenwich Street, 19th Floor, New York, New York 10013 (together with their respective successors and assigns, each, a "**Co-Lender**" and, collectively, "**Lender**"),

WHEREAS, the Lender has entered into the Loan Documents dated as of October 1, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Loan Documents**"), pursuant to which the Lender has agreed to make loans to certain Borrowers thereto, secured by the liens and security interests of certain security agreements.

WHEREAS, in connection with the Loan Documents, the Pledgor and the Lender have entered into the Intellectual Property Security Agreement dated October 1, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Intellectual Property Security Agreement**") in order to induce the Lender to make loan specified in the Loan Documents.

WHEREAS, under the terms of the Intellectual Property Security Agreement, the Pledgor has granted to the Lender, a security interest in, among other property, certain intellectual property of the Pledgor, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. The Pledgor hereby grants to the Lender a security interest in all of such Pledgor's right, title and interest in and to the following (the "**Collateral**"):

(a) the United States Patents (as defined in the Intellectual Property Security Agreement) set forth in Schedule A hereto;

(b) the United States registered Trademarks (as defined in the Intellectual Property Security Agreement) and Trademarks for which United States applications are pending, which are set forth in Schedule B hereto; and

(c) the United States registrations of Copyrights (as defined in the Intellectual Property Security Agreement) set forth in Schedule C hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Pledgor under this IP Security Agreement secures the payment of all Obligations of

such Pledgor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Pledgor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Pledgor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office. The Pledgor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants. Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Intellectual Property Security Agreement. The Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of the Lender with respect to the Collateral are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PLEDGOR:

G6 HOSPITALITY IP LLC, a Delaware limited liability company

By:_____
Name: Tyler Henritze
Title: Managing Director

010396-1140-10367-Active.13279996

SCHEDULE A

List of Patents

United States – patents and patent applications:

Patent	Status	(App. No.) / Reg. No.	(App. Date)/Issue Date
Desk Design	Granted	D613,526	April 13, 2010
Towel Holder Design	Granted	D616,685	June 1, 2010
TV Console and Closet Design	Granted	D603,191	November 3, 2009

TRADEMARK
REEL: 004875 FRAME: 0573

SCHEDULE B

List of Trademarks

United States – federal registrations and applications:

Mark	(App. No.) Reg. No.	(Filing Date) Registration Date
CORPORATE PLUS @ 6 (design)	4,157,560	June 12, 2012
SAVE MORE FOR WHAT YOU TRAVEL FOR	(85-531749)	(February 2, 2012)
(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 17, 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

Mark	(App. No.) Reg. No.	(Filing Date) Registration Date
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 (design)	3,847,087	September 14, 2010
WHEREVER YOU GO, THERE WE ARE.	1,847,100	July 26, 1994

United States – state registrations and applications:

Mark	State	(App. No.) Reg. No.	(Filing Date) Registration Date
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

SCHEDULE C

List of Copyrights

MAZE – Copyright Reg. No. VA0001659879