

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
Park Management Group, LLC		12/05/2012	LIMITED LIABILITY COMPANY: GEORGIA

RECEIVING PARTY DATA	
Name:	LH Investments LLC
Street Address:	c/o Westmont Hospitality Group
Internal Address:	5847 San Felipe Street, Suite 4650
City:	Houston
State/Country:	TEXAS
Postal Code:	77057
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	2021364	SUN SUITES
Registration Number:	2257584	CRESTWOOD SUITES
Registration Number:	2250201	LODGEAMERICA

CORRESPONDENCE DATA	
Fax Number:	7147558290
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Email:	ipdocket@lw.com
Correspondent Name:	Latham & Watkins LLP
Address Line 1:	650 Town Center Drive
Address Line 2:	Suite 2000
Address Line 4:	Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	051827-0001
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OP \$90.00 2021364

NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	12/06/2012
Total Attachments: 6 source=Trademark Assignment Agreement - Executed (12-5-2012)(5640486_2_NY) (2) #page1.tif source=Trademark Assignment Agreement - Executed (12-5-2012)(5640486_2_NY) (2) #page2.tif source=Trademark Assignment Agreement - Executed (12-5-2012)(5640486_2_NY) (2) #page3.tif source=Trademark Assignment Agreement - Executed (12-5-2012)(5640486_2_NY) (2) #page4.tif source=Trademark Assignment Agreement - Executed (12-5-2012)(5640486_2_NY) (2) #page5.tif source=Trademark Assignment Agreement - Executed (12-5-2012)(5640486_2_NY) (2) #page6.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made and entered into as of the 5th day of December, 2012, by **Park Management Group, LLC**, a Georgia limited liability company (formerly known as SSI PMG LLC) (the "Assignor") to **LH Investments LLC**, a Delaware limited liability company (the "Assignee"). Capitalized terms used but not otherwise defined herein have the meanings given them in the Purchase Agreement (defined below).

WHEREAS, the Assignor and the Assignee entered into that certain Agreement of Purchase and Sale, dated as of December 5, 2012 (the "Purchase Agreement");

WHEREAS, the Assignor owns the trademarks listed in Schedule A attached hereto, together with all registrations and applications for registration thereof, all common law rights with respect thereto, all rights to sue or otherwise recover for any past, present or future infringement, dilution or other violations thereof, and all goodwill associated therewith (the "Assigned Trademarks");

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to assign and transfer to the Assignee all of its rights, title and interests in, to and under the Assigned Trademarks;

WHEREAS, the Assignee wishes to acquire, and the Assignor wishes to transfer, all of the Assignor's rights, title and interests in, to and under the Assigned Trademarks; and

WHEREAS, the Assignee and the Assignor desire to record the assignments set forth in this Trademark Assignment.

NOW THEREFORE, in consideration of the mutual promises of the parties, and for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. The Assignor hereby assigns and transfers to Assignee, all of its rights, title and interests in, to and under the Assigned Trademarks (but not including proposed use applications regarding such Assigned Trademarks for which applicable declarations of use have not been filed), including, without limitation, all benefits, privileges, causes of action, and remedies relating to such Assigned Trademarks, including, without limitation, the exclusive rights to (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) bring actions and recover damages for past, present and future infringement and other violations thereof, (c) grant licenses or other interests therein and (d) otherwise fully and entirely stand in the place of such Assignor in all matters related thereto. The foregoing includes, and the Assignor hereby assigns and transfers to Assignee, all goodwill connected with the use of and symbolized by the Assigned Trademarks.

2. Conflicts. Notwithstanding any other provisions of this Trademark Assignment to the contrary, the Assignee acknowledges and agrees that the representations, warranties,

covenants, agreements, conditions, indemnities, rights and remedies contained in the Purchase Agreement shall not be superseded, modified, replaced, amended, changed, rescinded, or in any way affected hereby. This Trademark Assignment is subject to and controlled by the terms of the Purchase Agreement, and in the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

3. Further Actions. The Assignor covenants and agrees to execute and deliver, at the request of the Assignee or its designee, such further instruments of transfer and assignment and to take such other actions as reasonably requested by the Assignee or its designee to more effectively consummate the assignments contemplated by this Trademark Assignment. Without limiting the foregoing, the provisions of Section 6.2(f) of the Purchase Agreement are hereby incorporated by reference into this Trademark Assignment to the same extent and with the same force as if fully set forth herein.

4. Successors and Assigns. This Trademark Assignment shall bind and inure to the benefit of the respective parties hereto and their successors and assigns. This Trademark Assignment is for the sole benefit of the parties hereto and their successors and assigns, and nothing herein expressed or implied shall give or be construed to give to any person, other than the parties hereto and such successors or assigns, any legal or equitable rights hereunder.

5. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of New York and the federal laws of the United States of America, without giving effect to principles of conflicts of laws that would require the application of the laws of any other jurisdiction.

6. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, by express or overnight mail delivered by a nationally recognized air courier (delivery charges prepaid), or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties as set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such party:

If to the Assignor:

Park Management Group, LLC
4770 S. Atlanta Road
Smyrna, Georgia 30080
Attention: C. David Carley

If to the Assignee:

LH Investments LLC
c/o Westmont Hospitality Group
5847 San Felipe Street, Suite 4650
Houston, Texas 77057
Attention: Mohamed Thowfeek

with a copy to:

Latham & Watkins LLP
885 Third Avenue
New York, New York 10022-4834
Attention: David Broderick, Esq.

Any notice or communication delivered in person shall be deemed effective on delivery. Any notice or communication sent by air courier shall be deemed effective on the first business day following the day on which such notice or communication was sent. Any notice or communication sent by registered or certified mail shall be deemed effective on the third business day following the day on which such notice or communication was mailed.

7. Amendment. Any term of this Trademark Assignment may be amended, modified, rescinded, canceled or waived, in whole or in part, only by a written instrument signed by each of the parties' authorized representatives or their respective permitted successors and assigns. Any amendment or waiver effected in accordance with this Section shall be binding upon the parties and their respective successors and assigns.

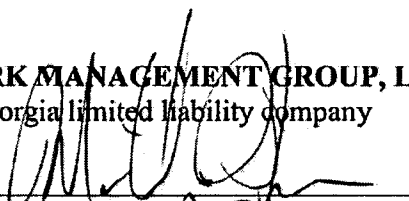
8. Counterparts. This Trademark Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement

9. Severability. If any term or other provision of this Trademark Assignment is invalid, illegal or incapable of being enforced as a result of any rule of law or public policy, all other terms and other provisions of this Trademark Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Trademark Assignment is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Trademark Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated by this Trademark Assignment and the Purchase Agreement are fulfilled to the greatest extent possible.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed by its duly authorized representative as of the date first written above.

PARK MANAGEMENT GROUP, LLC,
a Georgia limited liability company

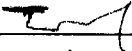
By: 
Name: Michael D. Sheer
Title: Manager

Signature Page to Trademark Assignment

TRADEMARK
REEL: 004913 FRAME: 0809

ACKNOWLEDGED BY:

LH INVESTMENTS LLC,
a Delaware limited liability company

By: 
Name: Mohamed Thowfeek
Title: Authorized Representative

Signature Page to Trademark Assignment

TRADEMARK
REEL: 004913 FRAME: 0810

Schedule A

Assigned Trademark

Jurisdiction	Trademark	App. No. App. Date	Reg. No. Reg. Date	Owner	Status
U.S.	Sun Suites	74640505	2021364	Park Management Group, LLC	Registered
U.S.	Crestwood Suites	75232552	2257584	Park Management Group, LLC	Registered
U.S.	Lodge America	75272252	2250201	Park Management Group, LLC	Registered