TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301359

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
La Quinta Worldwide, LLC		04/14/2014	LIMITED LIABILITY COMPANY: NEVADA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	383 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10179
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 58

Property Type	Number	Word Mark
Registration Number:	3770961	BRIGHT MORNING
Registration Number:	3866421	BRIGHT MORNING BED
Registration Number:	3484800	BRIGHT NOW
Registration Number:	3656517	BRIGHT NOW LAQUINTA INNS & SUITES
Registration Number:	3968240	BRIGHT NOW LA QUINTA INNS & SUITES
Registration Number:	3488556	BRIGHT NOW
Registration Number:	3358624	BRIGHT SIDE
Registration Number:	3610001	BRIGHT SIDE BREAKFAST
Registration Number:	3708077	BRIGHT SIDE BREAKFAST
Registration Number:	4121486	BRIGHT SIDE MARKET
Registration Number:	4073646	COMO NUEVO, CADA DÍA
Registration Number:	3878104	EVEN BETTER THAN BEFORE
Registration Number:	2855754	EVERY LA QUINTA. EVERY TIME.
Registration Number:	1563984	KEENTA
Registration Number:	1080641	LA QUINTA
Registration Number:	4107821	LA QUINTA
Registration Number:	3322096	LA QUINTA
Registration Number:	3333129	LA QUINTA
Registration Number:	3704047	LA QUINTA INN & SUITES

OP $1465.00 3770961

Property Type	Number	Word Mark
Registration Number:	1841032	LA QUINTA INN
Registration Number:	1823440	LA QUINTA INN
Registration Number:	3704048	LA QUINTA INN
Registration Number:	3704042	LA QUINTA INNS & SUITES
Registration Number:	3717331	LA QUINTA INNS & SUITES
Registration Number:	2832831	LA QUINTA RETURNS
Registration Number:	0875802	LA QUINTA
Registration Number:	3522962	LA QUINTA UNIVERSITY
Registration Number:	4128180	LA QUINTA
Registration Number:	3567063	LEVANTATE CON EL PIE DERECHO
Registration Number:	2969683	LQ
Registration Number:	3878948	LQ CONNECT
Registration Number:	4322282	LQ INSTANT HOLD
Registration Number:	2298693	LQ LA QUINTA INN & SUITES
Registration Number:	2300509	LQ LA QUINTA INN & SUITES
Registration Number:	3064031	LQ LA QUINTA SUITES
Registration Number:	2752515	LQ.COM
Registration Number:	3104512	LQUNIVERSITY
Registration Number:	3012793	PROMISES MADE. PROMISES KEPT.
Registration Number:	3965667	PROVEN NAME. PROVEN NUMBERS.
Registration Number:	1572636	RETURNS
Registration Number:	3105779	RETURNS
Registration Number:	3907202	ROUTE LQ
Registration Number:	3278941	
Registration Number:	3334072	
Registration Number:	3902656	THIS COULD BE YOUR LUCKY STAY
Registration Number:	3297108	WAKE UP ON THE BRIGHT SIDE
Registration Number:	3348943	WE WON'T REST UNTIL YOU DO
Serial Number:	86209198	BRIGHT SIDE MARKET
Serial Number:	77925965	LA QUINTA
Serial Number:	76646890	LA QUINTA INN & SUITES
Serial Number:	77027921	LA QUINTA INN & SUITES
Serial Number:	77122413	LA QUINTA INN & SUITES
Serial Number:	76646437	LA QUINTA INN
Serial Number:	77027904	LA QUINTA INN
Serial Number:	77122449	LA QUINTA INN
Serial Number:	77480327	LA QUINTA RETURNS
Serial Number:	85393640	LA QUINTA
Serial Number:	86081645	READY FOR YOU

CORRESPONDENCE DATA

Fax Number: 7147558290

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

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	045494-0107
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	04/14/2014

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of April 14, 2014 (this "**Trademark Security Agreement**") by La Quinta Worldwide, LLC (the "**Grantor**"), in favor of JPMorgan Chase Bank, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "**Collateral Agent**").

W I T N E S S E T H:

WHEREAS, the Grantor is party to a Security Agreement dated as of April 14, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, including the Guaranty, the Grantor hereby assigns, pledges and grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all the following Collateral (excluding any Excluded Assets) now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"):

(a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, or any similar offices in any State of the United States or any political subdivision thereof, including but not limited to the trademark registrations and applications listed on Schedule I attached hereto, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks; and

(b) all goodwill connected with the use of and symbolized thereby.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is

deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademark Collateral.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[*Signature pages follow.*]

LA QUINTA WORLDWIDE, LLC

By: _____
Name: David Bradtke
Title: Vice President – Tax and Assistant Secretary

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: _____
Name: Brendan M. Poe
Title: Executive Director

Schedule I to the
Trademark Security Agreement

TRADEMARK REGISTRATIONS AND USE APPLICATIONS

Owner	Title	Country	Status	Application No.	Registration No.
La Quinta Worldwide, LLC	BRIGHT MORNING	U.S.	Registered	77/809242	3770961
La Quinta Worldwide, LLC	BRIGHT MORNING BED	U.S.	Registered	77/807338	3866421
La Quinta Worldwide, LLC	BRIGHT NOW	U.S.	Registered	77/397530	3484800
La Quinta Worldwide, LLC	bright now LaQUINTA	U.S.	Registered	77/396321	3656517
La Quinta Worldwide, LLC	bright now LaQUINTA	U.S.	Registered	77/396192	3968240
La Quinta Worldwide, LLC	bright now	U.S.	Registered	77/417869	3488556
La Quinta Worldwide, LLC	BRIGHT SIDE	U.S.	Registered	77/107540	3358624
La Quinta Worldwide, LLC	BRIGHT SIDE BREAKFAST	U.S.	Registered	77/416322	3610001
La Quinta Worldwide, LLC		U.S.	Registered	77/689185	3708077

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Owner	Title	Country	Status	Application No.	Registration No.
La Quinta Worldwide, LLC	bright side market	U.S.	Registered	85/396476	4121486
La Quinta Worldwide, LLC	BRIGHT SIDE MARKET	U.S.	Pending	86/209198	
La Quinta Worldwide, LLC	COMO NUEVO, CADA DÍA (Translation: "Like New, Every Day")	U.S.	Registered	85/306844	4073646
La Quinta Worldwide, LLC	EVEN BETTER THAN BEFORE	U.S.	Registered	77/926002	3878104
La Quinta Worldwide, LLC	EVERY LA QUINTA. EVERY TIME.	U.S.	Registered	76/528671	2855754
La Quinta Worldwide, LLC	KEENTA	U.S.	Registered	73/784893	1563984
La Quinta Worldwide, LLC	LA QUINTA	U.S.	Registered	73/120205	1080641
La Quinta Worldwide, LLC	LA QUINTA	U.S.	Pending	77/925965	
La Quinta Worldwide, LLC	LA QUINTA	U.S.	Registered	85/269548	4107821
La Quinta Worldwide, LLC	La Quinta	U.S.	Registered	76/644842	3322096

Owner	Title	Country	Status	Application No.	Registration No.
La Quinta Worldwide, LLC		U.S.	Registered	76/644841	3333129
La Quinta Worldwide, LLC	LA QUINTA INN & SUITES	U.S.	Pending	76/646890	
La Quinta Worldwide, LLC		U.S.	Registered	77/377063	3704047
La Quinta Worldwide, LLC		U.S.	Pending	77/027921	
La Quinta Worldwide, LLC		U.S.	Pending	77/122413	
La Quinta Worldwide, LLC	LA QUINTA INN	U.S.	Pending	76/646437	
La Quinta Worldwide, LLC		U.S.	Registered	74/394284	1841032
La Quinta Worldwide, LLC		U.S.	Registered	74/394944	1823440

Owner	Title	Country	Status	Application No.	Registration No.
La Quinta Worldwide, LLC	LA QUINTA INN	U.S.	Registered	77/377101	3704048
La Quinta Worldwide, LLC		U.S.	Pending	77/027904	
La Quinta Worldwide, LLC	LA QUINTA INN	U.S.	Pending	77/122449	
La Quinta Worldwide, LLC	LA QUINTA INNS & SUITES	U.S.	Registered	77/366255	3704042
La Quinta Worldwide, LLC	LA QUINTA INNS & SUITES	U.S.	Registered	77/376979	3717331
La Quinta Worldwide, LLC	LA QUINTA RETURNS	U.S.	Pending	77/480327	
La Quinta Worldwide, LLC	La Quinta Returns	U.S.	Registered	76/443325	2832831
La Quinta Worldwide, LLC	LA QUINTA RETURNS	U.S.	Pending ITU	77/274385	

Owner	Title	Country	Status	Application No.	Registration No.
La Quinta Worldwide, LLC	LaQUINTA RETURNS	U.S.	Pending ITU	77/274368	
La Quinta Worldwide, LLC	LaQUINTA RETURNS MILITARY REWARDS	U.S.	Pending ITU	85/885156	
La Quinta Worldwide, LLC	LaQUINTA RETURNS Elite MILITARY REWARDS	U.S.	Pending ITU	85/885168	
La Quinta Worldwide, LLC	LaQUINTA RETURNS Gold MILITARY REWARDS	U.S.	Pending ITU	85/885151	
La Quinta Worldwide, LLC	La Quinta	U.S.	Registered	72/297369	0875802
La Quinta Worldwide, LLC	LA QUINTA BUSINESS CERTIFIED	U.S.	Pending ITU	86215059	
La Quinta Worldwide, LLC	LA QUINTA UNIVERSITY	U.S.	Registered	76/598964	3522962

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Owner	Title	Country	Status	Application No.	Registration No.
La Quinta Worldwide, LLC	LAQUINTA	U.S.	Registered	85/350977	4128180
La Quinta Worldwide, LLC	LAQUINTA	U.S.	Pending	85/393640	
La Quinta Worldwide, LLC	LEVANTATE CON EL PIE DERECHO (Translation: Wake up on the Bright Side)	U.S.	Registered	77/492943	3567063
La Quinta Worldwide, LLC	LQ	U.S.	Registered	76/619694	2969683
La Quinta Worldwide, LLC	LQ CONNECT	U.S.	Registered	77/918178	3878948
La Quinta Worldwide, LLC	LQ HOTEL	U.S.	Pending ITU	86/116144	
La Quinta Worldwide, LLC	LQ HOTEL	U.S.	Pending ITU	85/854657	
La Quinta Worldwide, LLC	LQ HOTEL	U.S.	Pending ITU	85/854651	
La Quinta Worldwide, LLC	LQ HOTEL	U.S.	Pending ITU	85/854643	

Owner	Title	Country	Status	Application No.	Registration No.
La Quinta Worldwide, LLC	LQ HOTEL	U.S.	Pending ITU	85/854636	
La Quinta Worldwide, LLC	LQ INSTANT HOLD	U.S.	Pending ITU	85/420181	
La Quinta Worldwide, LLC	INSTANT HOLD	U.S.	Registered	85/978528	4322282
La Quinta Worldwide, LLC	INSTANT HOLD	U.S.	Pending ITU	85/521632	
La Quinta Worldwide, LLC	La Quinta INN & SUITES	U.S.	Registered	75/359760	2298693
La Quinta Worldwide, LLC	La Quinta INN & SUITES	U.S.	Registered	75/359651	2300509
La Quinta Worldwide, LLC	La Quinta SUITES	U.S.	Registered	76/363713	3064031
La Quinta Worldwide, LLC	LQ.COM	U.S.	Registered	76/451825	2752515

Owner	Title	Country	Status	Application No.	Registration No.
La Quinta Worldwide, LLC	LQUNIVERSITY	U.S.	Registered	76/621084	3104512
La Quinta Worldwide, LLC	PROMISES MADE. PROMISES KEPT.	U.S.	Registered	76/612469	3012793
La Quinta Worldwide, LLC	PROVEN NAME. PROVEN NUMBERS.	U.S.	Registered	85/134590	3965667
La Quinta Worldwide, LLC	READY FOR YOU	U.S.	Pending	86/081645	
La Quinta Worldwide, LLC	READY FOR YOU	U.S.	Pending ITU	86/089675	
La Quinta Worldwide, LLC	RETURNS	U.S.	Registered	73/796661	1572636
La Quinta Worldwide, LLC	Returns	U.S.	Registered	76/642540	3105779
La Quinta Worldwide, LLC	ROUTE LQ	U.S.	Registered	85/038712	3907202

Owner	Title	Country	Status	Application No.	Registration No.
La Quinta Worldwide, LLC		U.S.	Registered	77/027947	3278941
La Quinta Worldwide, LLC		U.S.	Registered	77/115950	3334072
La Quinta Worldwide, LLC	THIS COULD BE YOUR LUCKY STAY	U.S.	Registered	77/838139	3902656
La Quinta Worldwide, LLC	WAKE UP ON THE BRIGHT SIDE	U.S.	Registered	77/107528	3297108
La Quinta Worldwide, LLC	WE WON'T REST UNTIL YOU DO	U.S.	Registered	76/362373	3348943
La Quinta Worldwide, LLC	LQ	U.S.	Pending ITU	86152740	
La Quinta Worldwide, LLC	LQ HOTEL	U.S.	Pending ITU	86152732	
La Quinta Worldwide, LLC		U.S.	Pending ITU	86152758	
La Quinta Worldwide, LLC	LQ HOTEL	U.S.	Pending ITU	86152748	
La Quinta Worldwide, LLC	LQ HOTEL	U.S.	Pending ITU	86152753	
La Quinta Worldwide, LLC	LA QUINTA	U.S.	Pending ITU	86152746	

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