

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM325543

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Highgate Hotels, L.P.		10/17/2014	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Agent		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3978579	CITYHOUSE	
Registration Number:	3887012	CITYHOUSE	
Registration Number:	4099605	HIGHGATE HOTELS	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera		
Address Line 1:	One Federal Street		
Address Line 2:	Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		
SIGNATURE:	/Linda A. Salera/		
DATE SIGNED:	12/09/2014		
Total Attachments: 6			
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of October 17, 2014 (“Trademark Security Agreement”), is made by each of the entities listed on the signature pages hereof in favor of Ares Capital Corporation, as agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders (as defined in the Second Lien Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of October 17, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”), among Castle Management Holdco LLC, a Delaware limited liability company, Castle Management Borrower LLC, a Delaware limited liability company, the other Credit Parties party thereto, the Lenders from time to time party thereto and the Agent, the Lenders have severally agreed to make extensions of credit to the Borrower (as defined in the Second Lien Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to that certain Second Lien Guaranty and Security Agreement, dated as of October 17, 2014, in favor of the Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Second Lien Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Second Lien Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including those referred to on Schedule 1 hereto; and
- (b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted under this Agreement in any intent-to-use Trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office or to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law of the United States.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HIGHGATE HOTELS, L.P.

as Grantor

By: Highgate Hotels GP LLC, its general partner

By: 

Name: Paul Womble

Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION
as Agent

By: 
Name: _____
Title: **Penni Roll**
Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005416 FRAME: 0182

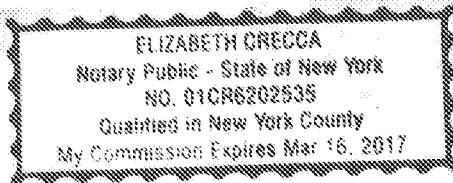
STATE OF New York)
COUNTY OF New York)

ss.:

On this 16 day of October, 2014, before me, the undersigned, a notary public in and for said state and county, personally appeared Penni Roll, personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of Ares Capital Corporation, a Maryland corporation, as the authorized signatory of such corporation and acknowledged to me that the execution and delivery of said instrument was duly authorized by said corporation.

Elizabeth Grecca Schorover
Notary Public

(Affix Seal Below)



Schedule 1

<u>Mark</u>	<u>Registration Number</u>	<u>Filed Date</u>	<u>Owner</u>	<u>Jurisdiction</u>
Cityhouse	3,978,579 SN 77-670,636	2/13/2009	Highgate Hotels, L.P.	USPTO
Cityhouse (stylized)	3,887,012 SN 77-670,660	2/13/2009	Highgate Hotels, L.P.	USPTO
Highgate Hotels (stylized)	4,099,605 SN 77-982,743	4/15/2009	Highgate Hotels, L.P.	USPTO