

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326085

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nashville Union Station Hotel, LLC		12/10/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Flatts Owner LLC		
Street Address:	2 Bethesda Metro Center, Suite 1530		
Internal Address:	c/o Pebblebrook Hotel Trust		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4599579	UNION STATION HOTEL	
Registration Number:	4595219	UNION STATION HOTEL	
CORRESPONDENCE DATA			
Fax Number:	2485668453		
<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:	248-566-8452		
Email:	tmdocketing@honigman.com, jhetu@honigman.com		
Correspondent Name:	Jennifer M. Hetu		
Address Line 1:	39400 Woodward Avenue		
Address Line 2:	Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304-5151		
ATTORNEY DOCKET NUMBER:	PEBBLEBROOK TBD		
NAME OF SUBMITTER:	Jennifer M. Hetu, Esq.		
SIGNATURE:	/jmh/		
DATE SIGNED:	12/15/2014		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("**Assignment**"), is effective as of December 10, 2014 between Nashville Union Station Hotel, LLC, a Delaware limited liability Company ("**Assignor**"), and Flatts Owner LLC, a Delaware limited liability company ("**Assignee**"). Assignee and Assignor are referred to herein individually as a "**Party**" and collectively, as the "**Parties**".

RECITALS:

WHEREAS, Assignor and Assignee have entered into that certain Purchase and Sale Agreement as of October 2, 2014 (as amended, the "**Agreement**"), whereby Assignor has agreed to sell the Transferred Property (as defined in the Agreement) to Assignee and Assignee has agreed to acquire the Transferred Property;

WHEREAS, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of Assignor's right, title and interest in and to Assignor's rights that are inherent in or relating to the Transferred Property; and

WHEREAS, pursuant to the foregoing, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of the Marks, Copyrights and Domains (each as defined below) of Assignor associated with the Transferred Property as set forth below.

NOW, THEREFORE, for valuable consideration, including without limitation the consideration received by Assignor under the Agreement, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Marks.** Assignor hereby irrevocably sells, assigns, conveys, sells, grants and transfers to Assignee, and its successors and assigns, all of Assignor's right, title and interest, of whatever kind, throughout the world, in and to the trademarks, service marks, trade dress, trade names that are used in connection with or included in the Transferred Property (the "**Marks**"), together with all of the goodwill associated with and symbolized by the Marks, including any applications, registrations, renewals and extensions thereof for the Marks, including as further detailed in **Exhibit A**, attached, and all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect.

2. **Copyrights.** Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to irrevocably assign, convey, sell, grant and transfer to Assignee, and its successors and assigns, all of its right, title and interest of every kind and character, throughout the world, including moral rights, in and to all copyrights of Assignor in works of authorship (whether authored by Assignor or third parties), incorporated or inherent in the "Logo" as depicted in **Exhibit B**, and any variations thereof, in the website at <http://www.unionstationhotelnashville.com>, and in relation to any Transferred Property, to the full extent of its ownership or interest therein (collectively, the "**Copyrights**"), along with all other rights corresponding to the foregoing throughout the world.

3. **Domains**. Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, its entire right, title and interest in and under the Domains and registrations therefor identified on the attached **Exhibit C** (the "**Domains**"), and any and all related or similar Domains or variations thereof, along with all associated goodwill. Assignor shall perform all acts necessary to effect the re-registration of the Domains from Assignor to Assignee according to each applicable Registrar's policy, and/or to timely cooperate in affecting any inter-Registrar transfers as requested by Assignee. Assignor shall not permit any Domain to expire or lapse while re-registration of the Domains from Assignor to Assignee is taking place, and agree to hold Assignee harmless from and pay all fees due to current Registrars for the current registration terms in each case.

4. **Rights**. The foregoing assignments all include rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith. In addition, Assignor agrees that it shall not oppose any application, seek to cancel any registration or initiate re-examination, object to any use by Assignee of the Marks, Copyrights and Domains, or assist any third party in any of the foregoing.

5. **Further Assurances**. Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by Assignee to vest, secure, and perfect, the rights and interests of Assignee in and to the Marks, Copyrights and Domains assigned herein.

6. **Binding Effect**. This Assignment inures to the benefit of and is binding upon Assignee and Assignor and their respective heirs, successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, directly or indirectly, including without limitation, by operation of law, by any party hereto without the prior written consent of the other party.

7. **Conflict With Agreement**. This Assignment is executed and delivered pursuant to the Agreement and shall be subject to the terms and conditions of, and interpreted in accordance with, the Agreement. To the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail.

8. **Counterparts**. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.

9. **Facsimile Signatures**. A signature to this Assignment delivered by telecopy or other electronic means will be deemed valid.

10. **Governing Law**. This Assignment shall be governed by and construed in accordance with the laws of the State of Tennessee (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).

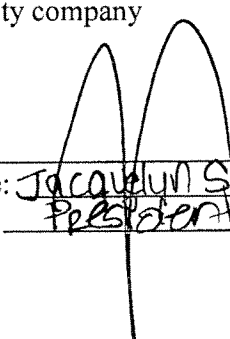
11. **Amendment.** This Agreement may not be amended, modified, waived, or terminated except in a writing signed by Assignor, on the one hand, and Assignee, on the other hand.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the Parties has caused this Assignment of Intellectual Property to be duly executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNOR:

**NASHVILLE UNION STATION
HOTEL, LLC**, a Delaware limited
liability company

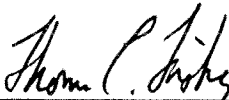
By: 
Name: Jacquelyn S. DeGard
Title: President

[Signature Page to Intellectual Property Assignment]

**TRADEMARK
REEL: 005419 FRAME: 0222**

ASSIGNEE:

FLATTS OWNER LLC, a Delaware
limited liability company

By: 
Thomas C. Fisher

Its: Vice President

[Signature Page to Intellectual Property Assignment]

EXHIBIT A

Marks


Mark	Reg. Date	Reg. No.	Goods/Services
 UNION STATION	September 9, 2014	4599579	Hotel Services
UNION STATION HOTEL	September 2, 2014	4595219	Hotel Services

EXHIBIT B

LOGO



EXHIBIT C

Domains

<unionstationhotelnashville.com>