

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327201

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation, as Agent		12/17/2014	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	Ally Bank, as Successor Agent		
Street Address:	1185 Avenue of the Americas, 2nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Bank: UTAH		
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:			
<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>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	John Salvage		
Address Line 1:	4400 Easton Commons Way Suite 125		
Address Line 2:	CT Lien Solutions		
Address Line 4:	Columbus, OHIO 43204		
NAME OF SUBMITTER:	John Salvage		
SIGNATURE:	/Michael Barys TR/		
DATE SIGNED:	12/23/2014		
Total Attachments: 7			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Ares Capital Corporation, as Agent

- Individual(s)
- General Partnership
- Corporation- State: Maryland
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) December 17, 2014

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Ally Bank, as Successor Agent

Internal Address: _____

Street Address: 1185 Avenue of the Americas, 2nd Floor

City: New York

State: New York

Country: USA Zip: 10036

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other State Bank Citizenship Utah

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
See Schedule A attached

B. Trademark Registration No.(s)
See Schedule A attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: John Salvage

Internal Address: CT Lien Solutions

Street Address: 4400 Easton Commons Way
Suite 125

City: Columbus

State: Ohio Zip: 43204

Phone Number: 614-280-3568

Fax Number: _____

Email Address: John.Salvage@wolterskluwer.com

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

December 22, 2014

Date

Leslie Kirsner

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

TRADEMARK SECURITY AGREEMENT ASSIGNMENT

This TRADEMARK SECURITY AGREEMENT ASSIGNMENT ("Assignment") dated as of December 17, 2014 ("Effective Date"), is entered into by and between Ares Capital Corporation, a Maryland corporation, in its capacity as the resigning administrative agent for the Lenders (as defined below) ("Assignor") and Ally Bank, a Utah state bank, in its capacity as the successor administrative agent for the Lenders (as defined below) ("Assignee"). Capitalized terms used herein but not defined herein have the definitions assigned to them in the Trademark Security Agreement (defined below).

WHEREAS, Assignor, as agent for certain lenders from time to time party thereto (the "Lenders"), the Lenders, HIGHGATE HOTELS, L.P. ("Grantor"), and certain other Credit Parties party thereto are parties to that certain Amended and Restated First Lien Credit Agreement, dated as of October 17, 2014 (as amended, amended and restated, supplemented, and/or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, Grantor and Assignor are parties to that certain (i) First Lien Trademark Security Agreement, dated as of October 17, 2014 and recorded on December 5, 2014 at Reel 5414, Frame 0661 of the United States Patent and Trademark Office (as amended, restated, amended and restated, supplemented, and/or otherwise modified to date, the "Trademark Security Agreement"), pursuant to which Grantor has granted to Assignor, for the benefit of the Lenders, a Lien on and security interest in, all of Grantor's right, title and interest in, to and under all of Grantor's Trademarks, including those referred to on Schedule A hereto, and all goodwill of the business connected with the use of, and symbolized by, each such Trademark (collectively, such Trademarks and goodwill, the "Trademark Collateral"); provided, however, that no grant of any security interest shall be deemed granted under the Trademark Security 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;

WHEREAS, Assignor is resigning as administrative agent under the Loan Agreement and Assignee is named as successor agent thereunder pursuant to that certain Successor Agent Agreement, dated as of October 17, 2014, between Assignor, Assignee and the other parties party thereto;

WHEREAS, Assignor desires to assign and transfer to Assignee the Lien on and security interest in the Trademark Collateral granted to Assignor under the Trademark Security Agreement (collectively, such Lien and security interest, the "Trademark Security Interest"); and

WHEREAS, Assignee has agreed to accept and assume from Assignor the Trademark Security Interest, for the benefit of itself and the other Lenders.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Security Interest. In consideration of moneys paid and the rights and benefits received by Assignor directly or indirectly, Assignor hereby assigns, transfers, sells, and conveys to Assignee the Trademark Security Interest. This assignment is made without recourse, representations or warranties of any kind.

2. General. If any provision of this Assignment or the assignment of any interest is held to be illegal, invalid or unenforceable, such provision or assignment of security interest shall be limited or eliminated to the minimum extent necessary so that the remainder of this Assignment will continue in full force and effect and be enforceable. This Assignment shall be interpreted and controlled by and construed and enforced according to the laws of the State of New York without regard to conflicts-of-law provisions thereof. This Assignment may be executed in multiple counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

[Signature Page Follows]

Each of the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

ASSIGNOR:

ARES CAPITAL CORPORATION, as Agent

By: 

Name:

Title:

Mitchell Goldstein
Authorized Signatory

ASSIGNEE:

ALLY BANK, a Utah state bank, as Successor
Agent

By: 

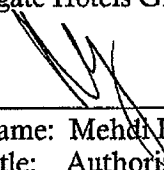
Name: Michael Malcangi

Title: Director

Ally Corporate Finance

The undersigned hereby consents to the above and foregoing Assignment.

HIGHGATE HOTELS, L.P., as a Grantor
By: Highgate Hotels GP LLC, its general partner

By:  _____

Name: Mehdi Khinji

Title: Authorized Signatory

SCHEDULE A

TRADEMARK REGISTRATIONS

<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