

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330178

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMERICA'S BEST INN, INC.		01/15/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Vantage Hospitality Group, Inc.		
Street Address:	3300 N. University Drive, Suite 500		
City:	Coral Springs		
State/Country:	FLORIDA		
Postal Code:	33065		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2880406	AMERICA'S BEST INN	
Registration Number:	3081844	AMERICA'S BEST INN & SUITES	
Registration Number:	2877997	AMERICA'S BEST INNS	
Registration Number:	2875693	AMERICA'S BEST INNS & SUITES	
Registration Number:	2875692	AMERICA'S BEST SUITES	
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:	trademarks@pch-iplaw.com		
Correspondent Name:	Michael B. Chesal		
Address Line 1:	2 S. Biscayne Blvd., Suite 3700		
Address Line 4:	Miami, FLORIDA 33131		
NAME OF SUBMITTER:	Michael B. Chesal		
SIGNATURE:	/mbc/		
DATE SIGNED:	01/27/2015		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), effective as of January 15, 2015 (the "Effective Date") is made between **America's Best Inn, Inc.**, a Delaware Corporation with a principal business address of 50 Glenlake Parkway, Suite 350, Atlanta, GA 30328 ("Assignor"), and **Vantage Hospitality Group, Inc.**, a Florida Corporation with a principal business address of 3300 N. University Drive, Suite 500, Coral Springs, FL 33065 ("Assignee").

WHEREAS, Assignor is the owner of, and desires to assign to Assignee, all worldwide right, title and interest in and to: (i) any and all trademark, and intellectual property rights, including rights of priority, and the trademark registrations for the marks/names identified on Schedule A attached hereto ("the Marks"); and (ii) any and all goodwill of the business associated with the Marks; and

WHEREAS, Assignee desires to acquire the Marks and any and all goodwill of the business associated therewith from Assignor, subject to the terms and conditions of this Assignment; and

WHEREAS, Assignor and Assignee desire to confirm of record the assignment of the Marks and goodwill to Assignee;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Marks, including any and all registrations and applications for registration thereof, together with: (i) the goodwill symbolized by the Marks; (ii) all causes of action, claims and demands and other rights for, or arising from, any infringement or misappropriation, including past infringements and misappropriations, of the Marks; and (iii) any royalties or other consideration owed in connection with use of the Marks prior to and after the Effective Date.
2. Assignor also assigns all of its right, title and interest in and to said Marks in all foreign countries, and all applications for registration of said Marks in foreign countries and any registration(s) that have evolved or may evolve therefrom, including the right to claim International Convention priority.
3. Assignor further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Marks, goodwill and all other rights hereby conveyed.
4. Subject to the terms hereof, Assignee accepts such assignment of the Marks and goodwill.

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IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized officers, all as of the day and year first above written.

ASSIGNOR:

ASSIGNEE:

AMERICA'S BEST INN, INC.

VANTAGE HOSPITALITY GROUP, INC.

Signed: 
Name: Sterling F. Stoudenmire, IV
Title: President and CEO

Signed: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized officers, all as of the day and year first above written.

ASSIGNOR:

AMERICA'S BEST INN, INC.

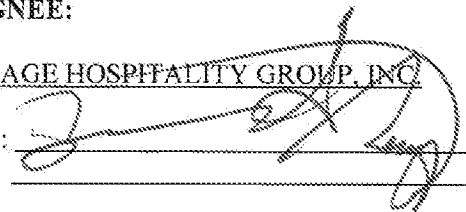
Signed: _____

Name: Sterling F. Stoudenmire, IV

Title: President and CEO

ASSIGNEE:

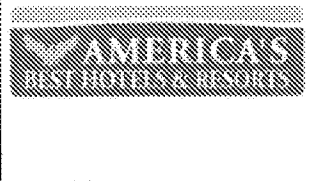
VANTAGE HOSPITALITY GROUP, INC.

Signed: _____ 

Name: _____

Title: _____

SCHEDULE A

MARK	COUNTRY	REG. NO.	REG. DATE	STATUS
AMERICA'S BEST INN	Argentina	2275086	3/4/2009	REGISTERED
AMERICA'S BEST INN	Canada	TMA788540	1/25/2011	REGISTERED
AMERICA'S BEST INN & SUITES	Canada	730250	12/5/2008	REGISTERED
	China	Serial No. 10793865	Filing Date 4/19/2012	PENDING
BEST TRAVELER	Georgia, USA (State Trademark)	S-18366	12/28/1999	REGISTERED
AMERICA'S BEST INN	Nigeria	Serial No. FM/TM/2008 /11698	Filing Date 10/6/2008	ALLOWED
AMERICA'S BEST SUITES	Nigeria	Serial No. FM/TM/2008 /11699	Filing Date 10/6/2008	ALLOWED
AMERICA'S BEST INN & SUITES	Nigeria	95459	4/17/2013	REGISTERED
AMERICA'S BEST INNS & SUITES	Nigeria	97429	4/17/2013	REGISTERED
AMERICA'S BEST INN	United States	2880406	8/31/2004	REGISTERED
AMERICA'S BEST INN & SUITES	United States	3081844	4/18/2006	REGISTERED
AMERICA'S BEST INNS	United States	2877997	8/24/2004	REGISTERED
AMERICA'S BEST INNS & SUITES	United States	2875693	8/17/2004	REGISTERED
AMERICA'S BEST SUITES	United States	2875692	8/17/2004	REGISTERED