

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330591

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
G6 HOSPITALITY IP LLC		01/30/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, NATIONAL ASSOCIATION
Street Address:	383 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10179
Entity Type:	Banking Association: UNITED STATES
Name:	GERMAN AMERICAN CAPITAL CORPORATION
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Registration Number:	4670019	6
Serial Number:	86356061	6
Registration Number:	4157560	CORPORATE PLUS @ 6
Registration Number:	2688967	DEJAREMOS LAS LUCES ENCENDIDAS PARA TI
Registration Number:	2749965	EXTEND YOUR STAY, NOT YOUR BUDGET
Serial Number:	86421047	G6
Serial Number:	86421051	G6
Serial Number:	85712286	G6 HOSPITALITY
Registration Number:	4633127	G6HMS
Registration Number:	3612079	GOIN' 6
Registration Number:	4011982	GOIN' 6
Registration Number:	3146894	MORE IN YOUR ROOM, LESS ON YOUR BILL
Registration Number:	1816233	MOTEL 6

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1589489	MOTEL 6
Registration Number:	1788512	MOTEL 6
Registration Number:	0822563	MOTEL 6
Registration Number:	2198435	MOTEL 6
Registration Number:	2264831	MOTEL 6
Registration Number:	3660463	MOTEL 6
Registration Number:	4497511	MOTEL 6
Registration Number:	3471497	MOTEL 9 EXPRESS
Registration Number:	3878741	MY MOTEL 6
Registration Number:	4055347	MY MOTEL 6
Serial Number:	86470991	OPERATION NEXT STEP
Registration Number:	3819883	
Registration Number:	3819882	
Registration Number:	4335931	SAVE MORE FOR WHAT YOU TRAVEL FOR
Registration Number:	1068742	SIXPENCE INN
Registration Number:	2320420	STUDIO 6
Registration Number:	2321455	STUDIO 6
Registration Number:	2495770	STUDIO 6 EXTENDED STAY
Registration Number:	2321454	STUDIO 6 EXTENDED STAY
Registration Number:	2321452	STUDIO 6 EXTENDED STAY
Registration Number:	3847087	STUDIO 6 EXTENDED STAY
Registration Number:	4004099	
Registration Number:	4004098	MOTEL 6
Registration Number:	2018769	WE'LL LEAVE THE LIGHT ON FOR YOU
Registration Number:	1909607	WELCOME
Registration Number:	1940378	WELCOMECARD
Registration Number:	1847100	WHEREVER YOU GO, THERE WE ARE.

CORRESPONDENCE DATA

Fax Number: 2125046666

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.

Phone: 2125046000

Email: jennifer.chick@cwt.com

Correspondent Name: Cadwalader, Wickersham & Taft LLP

Address Line 1: One World Financial Center

Address Line 4: New York, NEW YORK 10281

ATTORNEY DOCKET NUMBER: 94987.174

NAME OF SUBMITTER: Jennifer A. Chick

SIGNATURE:	/Jennifer A. Chick/
DATE SIGNED:	01/30/2015
Total Attachments: 10 source=Trademark_M6_2014_MTG_Short_Form_IP_Security_Agreement#page1.tif source=Trademark_M6_2014_MTG_Short_Form_IP_Security_Agreement#page2.tif source=Trademark_M6_2014_MTG_Short_Form_IP_Security_Agreement#page3.tif source=Trademark_M6_2014_MTG_Short_Form_IP_Security_Agreement#page4.tif source=Trademark_M6_2014_MTG_Short_Form_IP_Security_Agreement#page5.tif source=Trademark_M6_2014_MTG_Short_Form_IP_Security_Agreement#page6.tif source=Trademark_M6_2014_MTG_Short_Form_IP_Security_Agreement#page7.tif source=Trademark_M6_2014_MTG_Short_Form_IP_Security_Agreement#page8.tif source=Trademark_M6_2014_MTG_Short_Form_IP_Security_Agreement#page9.tif source=Trademark_M6_2014_MTG_Short_Form_IP_Security_Agreement#page10.tif	

FORM OF SHORT FORM TRADEMARK
SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”) dated January 30, 2015, is made by **G6 HOSPITALITY IP LLC**, a Delaware limited liability company, having an office at c/o The Blackstone Group, 345 Park Avenue, New York, New York 10154 (“**Pledgor**”), in favor of **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**, a banking association chartered under the laws of the United States of America, having an address at 383 Madison Avenue, New York, New York 10179 and **GERMAN AMERICAN CAPITAL CORPORATION**, a Maryland corporation, having an address at 60 Wall Street, New York, New York 10005 (together with their respective successors and assigns, each, a “**Co-Lender**” and, collectively, “**Lender**”),

WHEREAS, the Lender has entered into the Loan Documents dated as of January 30, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Documents**”), pursuant to which the Lender has agreed to make loans to certain Borrowers thereto, secured by the liens and security interests of certain security agreements.

WHEREAS, in connection with the Loan Documents, the Pledgor and the Lender have entered into the Intellectual Property Security Agreement dated January 30, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Intellectual Property Security Agreement**”) in order to induce the Lender to make loan specified in the Loan Documents.

WHEREAS, under the terms of the Intellectual Property Security Agreement, the Pledgor has granted to the Lender, a security interest in, among other property, certain intellectual property of the Pledgor, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. The Pledgor hereby grants to the Lender a security interest in all of such Pledgor’s right, title and interest in and to the following (the “**Collateral**”): the United States Trademarks (as defined in the Intellectual Property Security Agreement) and Trademarks for which United States applications are pending, which are set forth in Schedule A hereto;

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Pledgor under this Trademark Security Agreement secures the payment of all Obligations of such Pledgor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that

constitute part of the secured Obligations and that would be owed by such Pledgor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Pledgor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Pledgor authorizes and requests that the Commissioner for Trademarks record this Patent Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Intellectual Property Security Agreement. The Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of the Lender with respect to the Collateral are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PLEDGOR:

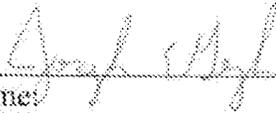
G6 HOSPITALITY IP LLC, a Delaware limited liability company

By: 

Name: Amy Lancaster
Title: Vice President

LENDER:

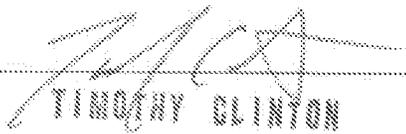
JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, a banking association
chartered under the laws of the United States
of America

By: 
Name: _____
Title: Joseph E. Googhan
Managing Director

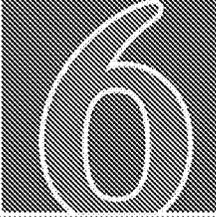
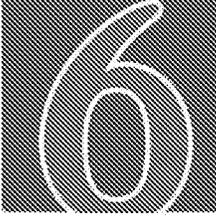
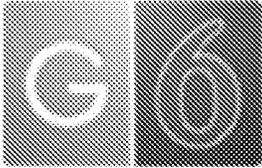
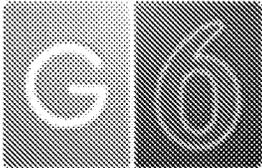
LENDER:

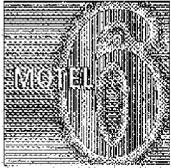
GERMAN AMERICAN CAPITAL
CORPORATION

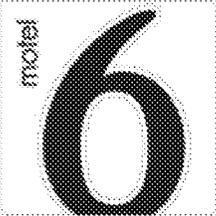
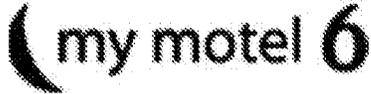
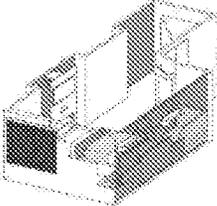
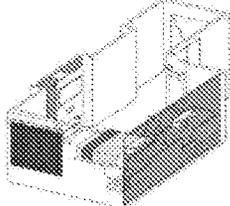
By: 
Name: STEPHEN N CHOE
Title: MANAGING DIRECTOR

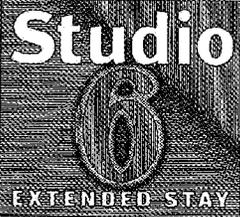
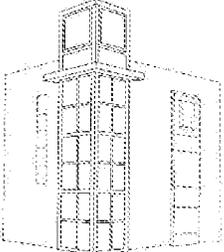
By: 
Name: TIMOTHY CLINTON
Title: VICE PRESIDENT

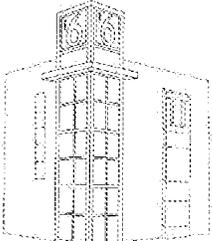
SCHEDULE A

Country	Trademark	Status	Application No.	Filing Date	Registration No.	Registration Date
USA	6 Stylized 2008 Design color 	Pending	86/171358	1/21/2014	4670019	1/13/2015
USA	6 Stylized 2008 Design color 	Pending	86/356061	8/4/2014		
USA	CORPORATE PLUS @ 6 Stylized color 	Registered	85/447933	10/14/2011	4157560	6/12/2012
USA	DEJAREMOS LAS LUCES ENCENDIDAS PARA TI	Registered	75/884283	12/30/1999	2688967	2/18/2003
USA	EXTEND YOUR STAY, NOT YOUR BUDGET	Registered	76/451128	9/19/2002	2749965	8/12/2003
USA	G6 Stylized 	Pending	86/421047	10/10/2014		
USA	G6 Stylized 	Pending	86/421051	10/10/2014		
USA	G6 HOSPITALITY Stylized color 	Registered	85/712286	8/24/2012	4401540	9/10/2013
USA	G6HMS	SOU filed 9/8/2014	85/861186	2/27/2013	4633127	11/04/2014
USA	GOIN' 6	Registered	77/574074	9/19/2008	3612079	4/28/2009

Country	Trademark	Status	Application No.	Filing Date	Registration No.	Registration Date
USA	GOIN' 6 and Design 	Registered	85/220058	1/18/2011	4011982	8/16/2011
USA	MORE IN YOUR ROOM, LESS ON YOUR BILL	Registered	78/629564	5/13/2005	3146894	9/19/2006
USA	MOTEL 6	Registered	74/229263	12/11/1991	1816233	1/11/1994
USA	MOTEL 6 and 1961 angled design 	Registered	73/805013	6/7/1989	1589489	3/27/1990
USA	MOTEL 6 AND 1961 ANGLED DESIGN 	Registered	74/057028	5/8/1990	1788512	8/17/1993
USA	MOTEL 6 and 1961 straight design 	Registered	72/229993	10/12/1965	822563	1/17/1967
USA	MOTEL 6 and 1997 design 	Registered	75/372165	10/14/1997	2198435	10/20/1998
USA	MOTEL 6 and 1997 Design color 	Registered	75/496182	6/4/1998	2264831	7/27/1999

Country	Trademark	Status	Application No.	Filing Date	Registration No.	Registration Date
USA	MOTEL 6 and 2008 Design 	Registered	77/624804	12/2/2008	3660463	7/28/2009
USA	MOTEL 6 and 2008 Design color 	Registered	86/022910	7/29/2013	4497511	3/18/2014
USA	MOTEL 9 EXPRESS	Registered	77/344703	12/5/2007	3471497	7/22/2008
USA	MY MOTEL 6	Registered	77/855067	10/22/2009	3878741	11/23/2010
USA	MY MOTEL 6 and Design 	Registered	85/222202	1/20/2011	4055347	11/15/2011
USA	OPERATION NEXT STEP and Design 	Pending	86/470991	12/4/2014		
USA	Room Design Blue [SR] 	Registered	77/773703	7/2/2009	3819883	7/13/2010
USA	Room Design Orange [SR] 	Registered	77/773675	7/2/2009	3819882	7/13/2010
USA	SAVE MORE FOR WHAT YOU TRAVEL FOR	Registered	85/531749	2/2/2012	4335931	5/14/2013
USA	SIXPENCE INN	Registered	73/086451	5/7/1976	1068742	6/28/1977
USA	STUDIO 6	Registered	75/489253	5/21/1998	2320420	2/22/2000

Country	Trademark	Status	Application No.	Filing Date	Registration No.	Registration Date
USA	STUDIO 6 and 1999 Design 	Registered	75/645267	2/22/1999	2321455	2/22/2000
USA	STUDIO 6 EXTENDED STAY	Registered	75/936136	3/6/2000	2495770	10/9/2001
USA	STUDIO 6 EXTENDED STAY and 1999 design 	Registered	75/645264	2/22/1999	2321454	2/22/2000
USA	STUDIO 6 EXTENDED STAY and 1999 design color 	Registered	75/645225	2/22/1999	2321452	2/22/2000
USA	STUDIO 6 EXTENDED STAY and 2011 Design 	Registered	77/773571	7/2/2009	3847087	9/14/2010
USA	Tower Design [SR] 	Registered	85/114498	8/24/2010	4004099	7/26/2011

Country	Trademark	Status	Application No.	Filing Date	Registration No.	Registration Date
USA	Tower Design with MOTEL 6 [SR] 	Registered	85/114488	8/24/2010	4004098	7/26/2011
USA	WE'LL LEAVE THE LIGHT ON FOR YOU	Registered	74/666906	4/27/1995	2018769	11/26/1996
USA	WELCOME and Design [SR] 	Registered	74/510572	4/8/1994	1909607	8/1/1995
USA	WELCOMECARD	Registered	74/418240	7/27/1993	1940378	12/12/1995
USA	WHEREVER YOU GO, THERE WE ARE	Registered	74/397420	5/28/1993	1847100	7/26/1994