

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345393

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GuestHouse International, L.L.C.		04/30/2015	LIMITED LIABILITY COMPANY: SOUTH DAKOTA
RECEIVING PARTY DATA			
Name:	Red Lion Hotels Corporation		
Street Address:	201 W. North River Drive, Suite 100		
City:	Spokane		
State/Country:	WASHINGTON		
Postal Code:	99201		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	1952433	GH	
Registration Number:	2871046	GUESTHOUSE INTERNATIONAL	
Registration Number:	3070813	SETTLE INN	
Registration Number:	3073657	SETTLE INN & SUITES	
Registration Number:	3360803	REST REWARDS	
Registration Number:	3360814	SETTLE INN & SUITES	
Registration Number:	3360817	SETTLE INN	
Registration Number:	3947053	GH GUESTHOUSE INTERNATIONAL INNS HOTELS	
Registration Number:	4032395	GH GUESTHOUSE INTERNATIONAL INNS HOTELS	
Registration Number:	4480174	FRANCHISE REVOLUTION	
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:	sprademarks@klgates.com, whitney.stowe@klgates.com		
Correspondent Name:	Whitney J. Stowe		
Address Line 1:	618 West Riverside Ave., Suite 300		
Address Line 4:	Spokane, WASHINGTON 99201-5102		

CH \$265.00 1952433

NAME OF SUBMITTER:	Whitney J. Stowe
SIGNATURE:	/Whitney J. Stowe/
DATE SIGNED:	06/22/2015
Total Attachments: 6 source=assignment dated 4-30-2015#page1.tif source=assignment dated 4-30-2015#page2.tif source=assignment dated 4-30-2015#page3.tif source=assignment dated 4-30-2015#page4.tif source=assignment dated 4-30-2015#page5.tif source=assignment dated 4-30-2015#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("IP Assignment"), is made as of April 30, 2015, by GuestHouse International, L.L.C. (the "Seller"), in favor of Red Lion Hotels Corporation, a Washington corporation (the "Buyer").

WHEREAS, pursuant to that certain Asset Purchase Agreement between Seller and Buyer dated ~~April~~ 30, 2015 (the "Purchase Agreement"), the Seller has agreed to sell to Buyer, and the Buyer has agreed to purchase from the Seller, for the consideration and upon the terms and subject to the conditions set forth in the Purchase Agreement, substantially all of the assets of the Seller, which are defined as the "Purchased Assets" in the Purchase Agreement;

WHEREAS, the Purchase Assets include the Intellectual Property Registrations and Intellectual Property Assets, and the Intellectual Property Agreements (the "IP Assets");

WHEREAS, under the terms of the Purchase Agreement, Seller has agreed to execute and deliver this IP Assignment, and to authorize Buyer to record it with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office; and

WHEREAS, capitalized terms that are not defined in this IP Assignment shall have the meaning defined in the Purchase Agreement

NOW THEREFORE, the parties agree as follows:

ARTICLE I

1. Assignment. In consideration for the execution of the Agreement, the payment of the consideration stipulated in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, assigns, transfers, conveys and delivers to Buyer, and Buyer hereby accepts, all of Seller's rights, titles and interests in, to and under the IP Assets, and assumes the obligations of Seller first arising on or after the Closing Date with respect to the IP Assets, including:

- (a) All registered and unregistered rights of Seller in and to the trade names "GuestHouse International," "Settle Inn", "Settle Inn & Suites" and "Boomerang";
- (b) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof;
- (c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions.** Sellers authorize the Commissioner for Trademarks and any other governmental officials to record and register this IP Assignment upon request by Buyer. Sellers shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the IP Assets are properly assigned to Buyer, or any assignee or successor thereto.

3. **Terms of the Asset Purchase Agreement.** The terms of the Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the IP Assets are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.

4. **Counterparts.** This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. **Successors and Assigns.** This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.


6. **Governing Law.** This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Washington, without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Sellers have duly executed and delivered, and Buyer has agreed to and accepted, this IP Assignment as of the date first above written.

Seller: GuestHouse International, L.L.C.

BUYER: Red Lion Hotels Corporation

By: 
Name: BRENDAN WATERS
Title: CEO + Member

By: _____
Name: _____
Title: _____

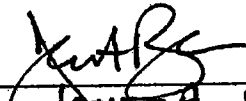
SIGNATURE PAGE TO IP ASSIGNMENT

IN WITNESS WHEREOF, Sellers have duly executed and delivered, and Buyer has agreed to and accepted, this IP Assignment as of the date first above written.

Seller: GuestHouse International, L.L.C.

BUYER: Red Lion Hotels Corporation

By: _____
Name: _____
Title: _____

By: 
Name: James A. Bork
Title: VP, CO




SIGNATURE PAGE TO IP ASSIGNMENT



TRADEMARK
REEL: 005557 FRAME: 0797

SCHEDULE 1





ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

Registered Trademarks (United States)

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Register and International Class</u>
	1,952,433	January 30, 1996	Principal, 42
GUESTHOUSE INTERNATIONAL (standard character mark)	2,871,046	August 10, 2004	Principal; 35, 43
SETTLE INN (standard character mark)	3,070,813	March 21, 2006	Principal, 43
SETTLE INN & SUITES (standard character mark)	3,073,657	March 28, 2006	Principal, 43
REST REWARDS (standard character mark)	3,360,803	Dec. 25, 2007	Principal, 43
	3,360,814	Dec. 25, 2007	Principal, 43
	3,360,817	Dec. 25, 2007	Principal, 43

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Register and International Class</u>
	3,947,053	April 19, 2011	Principal; 43
	4,032,395	September 27, 2011	Principal; 43
FRANCHISE REVOLUTION (standard character mark)	4,480,174	February 11, 2014	Principal, 35

Registered Trademark (China)

<u>Trademark</u>	<u>Reg. No.</u>	<u>International Class</u>	<u>Reg. Date</u>
	3,577,410	42	June 28, 2005
	3,577,411	35, 42	June 28, 2005
	3,577,412	43	June 28, 2005
	3,577,435	42	June 28, 2005

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