

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347665

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HTS Investments LLC		06/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	WHG Brand LLC		
Street Address:	5847 San Felipe Street, Suite 4600		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77057		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2356029	HOME-TOWNE SUITES	
Registration Number:	3798161	HOME-TOWNE STUDIOS	
CORRESPONDENCE DATA			
Fax Number:	7132387161		
<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:	annesullivan@andrewskurth.com		
Correspondent Name:	Andrews Kurth LLP		
Address Line 1:	600 Travis, Suite 4200		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	202341		
NAME OF SUBMITTER:	Anne Sullivan		
SIGNATURE:	/annesullivan/		
DATE SIGNED:	07/10/2015		
Total Attachments: 7			
source=HTS Investments_Assignment#page1.tif			
source=HTS Investments_Assignment#page2.tif			
source=HTS Investments_Assignment#page3.tif			
source=HTS Investments_Assignment#page4.tif			

CH \$65.00 2356029

source=HTS Investments_Assignment#page5.tif

source=HTS Investments_Assignment#page6.tif

source=HTS Investments_Assignment#page7.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made and entered into as of the ____ day of June, 2015, by HTS Investments LLC, a Delaware limited liability company (the "Assignor") to WHG Brand LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, to the extent the Assignor owns the trademarks listed in Schedule A attached hereto, together with all registrations and applications for registration thereof, all common law rights with respect thereto, all rights to sue or otherwise recover for any past, present or future infringement, dilution or other violations thereof, and all goodwill associated therewith (the "Assigned Trademarks"), together with the other items of intellectual property associated with the Assigned Trademarks as described on Schedule B attached hereto (the "Additional Intellectual Property" and together with the Assigned Trademarks, the "Assigned Property"), the Assignor has agreed to assign and transfer to the Assignee all of its rights, title and interests in, to and under the Assigned Property;

WHEREAS, the Assignee wishes to acquire, and the Assignor wishes to transfer, all of the Assignor's rights, title and interests in, to and under the Assigned Property; and

WHEREAS, the Assignee and the Assignor desire to record the assignments set forth in this Trademark Assignment.

NOW THEREFORE, in consideration of the mutual promises of the parties, and for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. The Assignor hereby assigns and transfers to Assignee, all of its rights, title and interests (if any) in, to and under the Assigned Property (but not including proposed use applications regarding such Assigned Property for which applicable declarations of use have not been filed), including, without limitation, all benefits, privileges, causes of action, and remedies relating to such Assigned Property, including, without limitation, the exclusive rights to (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) bring actions and recover damages for past, present and future infringement and other violations thereof, (c) grant licenses or other interests therein and (d) otherwise fully and entirely stand in the place of such Assignor in all matters related thereto. The foregoing includes, and the Assignor hereby assigns and transfers to Assignee, all goodwill connected with the use of and symbolized by the Assigned Property.

2. Direction to Patent and Trademark Office. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer all registrations or applications for the Assigned Trademarks to Assignee as the assignee in the entire right, title and interest therein accordance with this instrument of assignment.

3. Further Actions. The Assignor covenants and agrees to execute and deliver, at the request of the Assignee or its designee but without the necessity of incurring any out-of-pocket expense (other than de minimis expense), such further instruments of transfer and assignment

and to take such other actions as reasonably requested by the Assignee or its designee to more effectively consummate the assignments contemplated by this Trademark Assignment.

4. Prior License Agreement; Indemnification. The parties acknowledge that Assignor has previously entered into that certain License Agreement, dated as of the 6th day of March, 2015, between Assignor and WHG SU LLC (the "Prior License Agreement"). The licensee under the Prior License Agreement is an affiliate of Assignee. Assignee hereby assumes and agrees to pay, perform and discharge all of Assignor's past, present and future liabilities and obligations under and in connection with the Prior License Agreement. Furthermore, Assignee hereby agrees to defend, indemnify and hold harmless Assignor and its successors and assigns, and its and their affiliates, and their respective officers, directors, employees, agents and representatives (all of the foregoing parties and persons, collectively, the "Indemnified Persons"), from and against any and all claims, losses, costs, expenses, damages and liabilities (including without limitation reasonable attorneys' fees) which at any time may be asserted against or suffered or incurred by such Indemnified Persons, or any of them, arising out of or in connection with (i) the acts or omissions of WHI LH Suites LLC, WHGHTS Management LLC or WHGLH Management LLC or any entity or person controlling, controlled by or under common control with WHI LH Suites LLC, WHGHTS Management LLC or WHGLH Management LLC (including, without limitation, any acts or omissions of any such entities in their capacity as manager engaged by LH 2007 Properties LLC, LH Investments, LLC or HTS Investments LLC), in connection with the past, and/or present existence, ownership or use of any of the Assigned Property, (ii) the future existence, ownership or use of any of the Assigned Property, (iii) any claims under or related to the Prior License Agreement, or (iv) the breach by Assignee of any provisions of this Trademark Assignment. Assignee acknowledges and agrees that Assignor has made no representation or warranty of any kind to Assignee with respect to any of the Assigned Property or the use thereof. For example, and without limitation, Assignor makes no representation or warranty as to its ownership rights in any of the Assigned Property or any liens encumbering or adverse claims affecting the Assigned Property, or as to whether such Assigned Property has been used, or may in the future be used, without conflicting with the rights of others. The parties acknowledge that Assignor would not have entered into this Trademark Assignment without the benefit of the provisions of this Section 4. Assignee represents and warrants that, to the best of its knowledge, no claim is pending or has been threatened alleging that any past use of any of the Assigned Property conflicts with the rights of any person or entity.

5. Successors and Assigns. This Trademark Assignment shall bind and inure to the benefit of the respective parties hereto and their successors and assigns. This Trademark Assignment is for the sole benefit of the parties hereto and their successors and assigns, and nothing herein expressed or implied shall give or be construed to give to any person, other than the parties hereto and such successors or assigns, any legal or equitable rights hereunder.

6. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of New York and the federal laws of the United States of America, without giving effect to principles of conflicts of laws that would require the application of the laws of any other jurisdiction.

7. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, by express or overnight mail

delivered by a nationally recognized air courier (delivery charges prepaid), or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties as set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such party:

If to the Assignor:

HTS Investments LLC
c/o Mount Kellett Capital Management LP
Las Colinas Corporate Center II
6363 North State Highway 161, Suite 575
Irving, Texas 75038
Attention: Marc Occhiuti

If to the Assignee:

WHG Brand LLC
c/o Westmont Hospitality Group
5847 San Felipe Street, Suite 4600
Houston, Texas 77057
Attention: Mohamed Thowfeek

Any notice or communication delivered in person shall be deemed effective on delivery. Any notice or communication sent by air courier shall be deemed effective on the first business day following the day on which such notice or communication was sent. Any notice or communication sent by registered or certified mail shall be deemed effective on the third business day following the day on which such notice or communication was mailed.

8. Amendment. Any term of this Trademark Assignment may be amended, modified, rescinded, canceled or waived, in whole or in part, only by a written instrument signed by each of the parties' authorized representatives or their respective permitted successors and assigns. Any amendment or waiver effected in accordance with this Section shall be binding upon the parties and their respective successors and assigns.

9. Counterparts. This Trademark Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Signatures to this Trademark Assignment transmitted by telecopy, facsimile or electronic format (e.g. pdf) shall be valid and effective to bind the party so signing.

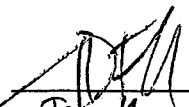
10. Severability. If any term or other provision of this Trademark Assignment is invalid, illegal or incapable of being enforced as a result of any rule of law or public policy, all other terms and other provisions of this Trademark Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Trademark Assignment is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Trademark Assignment so

as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated by this Trademark are fulfilled to the greatest extent possible.

[SIGNATURE PAGE FOLLOWS]

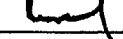
IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed by its duly authorized representative as of the date first written above.

HTS INVESTMENTS, LLC,
a Delaware limited liability company

By: 
Name: Jonathan Fovello
Title: Authorized Signatory

ACKNOWLEDGED BY:

WHG BRAND LLC,
a Delaware limited liability company

By: 
Name: Mohamed Thowfeek
Title: Authorized Signatory

Schedule A

Assigned Trademark

Jurisdiction	Trademark	App. No. App. Date.	Reg. No. Reg. Date.	Owner	Status
U.S.	Home-Towne Suites	75/491,248	2356029	HTS Investments LLC	Registered
U.S.	Home-Towne Studios	77/589,074	3798161	HTS Investments LLC	Registered

Schedule B

Additional Intellectual Property

All right, title and interest (if any) of Assignor in and to the Intellectual Property (defined below) rights and interests regarding the lodging brands known as "Home-Towne Suites" and "Home-Towne Studios".

As used herein, the phrase "Intellectual Property" means intellectual property of any type, including without limitation (i) patents and patent applications; (ii) copyrights, copyright registrations, copyright applications, works of authorship, and copyrightable works (whether or not registered); (iii) trademarks, service marks, trade names, trade dress, corporate names, logos and slogans, trademark registrations and trademark applications (including any and all goodwill symbolized thereby); (iv) internet domain names, website content, website layouts and designs, and other brand or source identifiers (including any and all goodwill symbolized thereby); and (v) trade secrets, know-how, computer software and computer programs (including source code, executable code, and documentation), data, databases, lists (including customer and vendor lists), processes, methods, inventions, discoveries, technology, processes, formulas, systems, plans, programs, studies, drawings, specifications, ideas, techniques, firmware, and all other confidential and proprietary technology; (vi) tangible embodiments of any of the foregoing; (vii) all other intellectual property or proprietary rights; and (viii) rights to sue and recover damages for infringement, misappropriation, misuse, or violation of any of the foregoing.