

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365912

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ESH Strategies Branding LLC		12/08/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	DW Brand LLC		
Street Address:	c/o Bryan Cave 1290 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10104		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2157514	CROSSLAND	
Registration Number:	2154308	CROSSLAND ECONOMY STUDIOS	
CORRESPONDENCE DATA			
Fax Number:	3142592020		
<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>			
Phone:	312-602-5000		
Email:	bcipdocketing@bryancave.com		
Correspondent Name:	Mark A. Paskar		
Address Line 1:	211 North Broadway, Suite 3600		
Address Line 4:	St. Louis, MISSOURI 63102-2750		
ATTORNEY DOCKET NUMBER:	C074766/0388320		
NAME OF SUBMITTER:	Mark A. Paskar		
SIGNATURE:	/Mark A. Paskar/		
DATE SIGNED:	12/15/2015		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (this "Assignment") is entered into as of December 8, 2015, between ESH Strategies Branding LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Assignor"), and DW Brand LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Assignee").

WHEREAS, Assignor and Assignee (as partial successor-by-assignment to DW Crossland Owner LLC) are parties to that certain Purchase and Sale Agreement, dated as of September 18, 2015, by and among Assignor, Assignee and others (the "Purchase Agreement"), wherein Assignor agreed to sell and assign certain assets, including registered and common law trademarks, to Assignee; and

WHEREAS, Assignor and Assignee desire to memorialize Assignee's acquisition of all right, title and interest in, to and under the registered and common law trademarks assigned pursuant to the Purchase Agreement, including those identified in **Schedule A**, attached hereto (the "Transferred Trademark Assets").

FOR GOOD AND VALUABLE CONSIDERATION set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree and confirm that:

1. Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, all right, title, and interest in, to and under the Transferred Trademark Assets, including any and all goodwill associated therewith, all registrations therefor, all common law rights therein, and any and all trademark and/or service mark rights related exclusively thereto, as set forth in the Purchase Agreement; and in and to any and all causes of action (either in law or in equity), as well as the right to enforce any rights and file any causes of action, including without limitation the right to recover damages, for any past, present, or future infringement, misappropriation, dilution and/or other unauthorized use of the Transferred Trademark Assets.

2. Assignor hereby agrees to execute, acknowledge and deliver any and all further documents and to take such other and further actions as Assignee, in its reasonable discretion and at Assignee's cost and expense, deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Transferred Trademark Assets, and any and all goodwill associated therewith, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Transferred Trademark Assets, including without limitation, filing assignment documents in recordable form with any and all government agencies.

3. Assignor hereby authorizes and requests the U.S. Patents and Trademark Office and any corresponding entities or agencies in any applicable foreign countries, to record Assignee as the owner of the Transferred Trademark Assets.

4. In the event of any conflict or inconsistency between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement will prevail.


Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Purchase Agreement.

(Signatures appear on following pages)

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed.

ASSIGNOR:


ESH STRATEGIES BRANDING LLC,
a Delaware limited liability company

By:  _____
Name: John R. Dent
Title: Vice President and Secretary

(Signatures continue on following page)


ASSIGNEE:

DW BRAND LLC

By: 
Name: Richard Agee
Title: Authorized Signatory

SCHEDULE A

Transferred Trademark Assets

<p>CROSSLAND® (Words Only)</p>	<p><u>U.S. Reg. No.</u> 2157514 (SN 75141204) <u>Registered</u> 05/12/1998 <u>Filing Date:</u> 07/29/1996</p> <p><u>Class 42:</u> Providing temporary housing accommodation services and hotel services. (First Use 12/13/96)</p> <p><u>Owner:</u> ESH Strategies Branding LLC</p> <p><u>Next deadline:</u> File Sec. 8 & 9 5/12/2017-5/12/2018</p> <p><i>Incontestability status</i></p>
<p>CROSSLAND ECONOMY STUDIOS & DESIGN</p>  <p>®</p>	<p><u>U.S. Reg. No.</u> 2154308 (SN 75194159) <u>Registered</u> 04/28/1998 <u>Filing Date:</u> 11/06/1996</p> <p><u>Class 42:</u> Providing temporary housing accommodation services and hotel services. (First Use 12/13/96)</p> <p><u>Owner:</u> ESH Strategies Branding LLC</p> <p><u>Next Deadline:</u> File Sec. 8 & 9: 04/28/2017 - 04/28/2018</p> <p><i>Incontestability status</i></p>

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Trademark Assignment