TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382821

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Interstate Hotels, LLC		05/03/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Cantor Fitzgerald Securities
Street Address:	110 E. 59th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	General Partnership: NEW YORK

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2008314	CROSSROADS
Registration Number:	1561603	REGATTA
Registration Number:	2027750	SAWGRASS SPECIALTIES

CH $90.00 2008314

CORRESPONDENCE DATA

Fax Number: 7043533148

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: 7043317448
Email: amanda.bryan@klgates.com
Correspondent Name: Amanda K. Bryan
Address Line 1: 214 North Tryon Street, 47th Floor
Address Line 2: K&L Gates LLP
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	2851699.00011
NAME OF SUBMITTER:	Amanda K. Bryan
SIGNATURE:	/Amanda K. Bryan/
DATE SIGNED:	05/03/2016

Total Attachments: 6

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ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THE LIENS AND SECURITY INTERESTS SECURING THE OBLIGATIONS EVIDENCED BY THIS AGREEMENT, THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT THERETO, AND CERTAIN OF THE RIGHTS OF THE PARTIES HERETO ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF MAY 3, 2016, (AS AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), BY AND BETWEEN ANTARES CAPITAL LP, AS FIRST LIEN AGENT, AND CANTOR FITZGERALD SECURITIES, AS SECOND LIEN COLLATERAL AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 3, 2016 (this "Agreement"), is made by Interstate Hotels, LLC, a Delaware limited liability company ("Grantor"), in favor of Cantor Fitzgerald Securities ("Cantor Fitzgerald"), as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Secured Parties (as defined in the Note Purchase Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Note Purchase Agreement, dated as of May 3, 2016 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time ("Note Purchase Agreement"), by and among KIHR Merger Sub, Inc., a Delaware corporation (the "Initial Borrower" and, together with (i) each of its successors and assigns, including from and after the consummation of the Closing Date Merger (as defined in the Note Purchase Agreement) Hotel Acquisition Company, LLC, a Delaware limited liability company ("Hotel") and (ii) each other Person who becomes a Borrower under (and in accordance with the Note Purchase Agreement, including, without limitation, Interstate Hotels & Resorts, Inc., a Delaware corporation are sometimes referred to therein collectively as the "Borrowers" and each individually as a "Borrower"), KIHR Buyer, LLC, a Delaware limited liability company ("Holdings"), the other Credit Parties party thereto, the Purchasers from time to time party thereto and Cantor Fitzgerald, as Collateral Agent for the Purchasers, the Purchasers have severally agreed to purchase notes from the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor (other than the Borrowers) has agreed, pursuant to a Guaranty and Security Agreement of May 3, 2016 in favor of Collateral Agent (as such agreement may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Note Purchase Agreement) of the Borrowers; and

TRADEMARK
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WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers and Collateral Agent to enter into the Note Purchase Agreement and to induce the Purchasers to purchase the Notes from the Borrowers thereunder, Grantor hereby agrees with Collateral Agent for the benefit of the Secured Parties as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby grants to Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided, that no Lien and security interest is granted on any "intent to use" Trademark applications for which a "statement of use" or "amendment to allege use" has not been filed (but only until such statement or amendment is filed);

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, subject to the terms and conditions of the Note Purchase Agreement and the Guaranty and Security Agreement, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

INTERSTATE HOTELS, LLC,
as Grantor

By: _____
Name: Erica H. Hageman
Title: Executive Vice President and Secretary

ACCEPTED AND AGREED
as of the date first above written:

CANTOR FITZGERALD SECURITIES,
as Collateral Agent

By: _____
Name: James Bond
Title: Chief Operating Officer

NILS HORNING
REVIEWED
LEGAL DEPARTMENT

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Interstate Hotels LLC

SCHEDULE I
TO
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

1. U.S. REGISTERED TRADEMARKS

No.	Owner	Trademark	Class	Country	Reg. Number	Serial Number	Filing Date	Reg. Date
1.	Interstate Hotels, LLC	CROSSROADS	35	United States	2,008,314	75/010,119	10/13/1995	10/15/1996
2.	Interstate Hotels, LLC	REGATTA	42	United States	1,561,603	73/775,916	1/23/1989	10/17/1989
3.	Interstate Hotels, LLC	SAWGRASS SPECIALTIES	42	United States	2,027,750	74/650,352	3/20/1995	12/31/1996

2. U.S. TRADEMARK APPLICATIONS

None.