TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382944

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INTERSTATE OPERATING COMPANY, LP		05/03/2016	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	ANTARES CAPITAL LP, AS AGENT
Street Address:	500 WEST MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1338517	DORAL
Registration Number:	1609083	DORAL
Registration Number:	4284072	PLATE & VINE
Registration Number:	4167573	CITRONELLE
Registration Number:	4697260	BIG CITY BURGER COMPANY

CH $140.00 1338517

CORRESPONDENCE DATA

Fax Number:

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: 312.577.8574
Email: humberto.aquino@kattenlaw.com
Correspondent Name: HUMBERTO AQUINO C/O KATTEN MUCHIN
Address Line 1: 525 WEST MONROE STREET
Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	387132-152
NAME OF SUBMITTER:	HUMBERTO AQUINO
SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	05/03/2016

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 3, 2016, is made by **INTERSTATE OPERATING COMPANY, LP**, a Delaware limited partnership ("Grantor"), in favor of Antares Capital ("Antares"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of May 3, 2016 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time ("Credit 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 Credit 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 Credit 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 Lenders party thereto, the L/C Issuer from time to time party thereto and Antares, as Agent for the Lenders and the L/C Issuer, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to 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 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 Credit Agreement) of the Borrowers; and

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

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with 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 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 Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the 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 Credit 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 Trademark Security 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 Trademark Security 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 Trademark Security 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, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

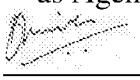
Very truly yours,

INTERSTATE OPERATING COMPANY, LP, as Grantor

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

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP,
as Agent

By: 

Name: Bhoumik Rokadia
Title: Duly Authorized Signatory

TRADEMARK
REEL: 005784 FRAME: 0675

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. U.S. REGISTERED TRADEMARKS

No.	Owner	Trademark	Class	Country	Reg. Number	Serial Number	Filing Date	Reg. Date
1.	Interstate Operating Company, L.P.	DORAL	42	United States	1,338,517	73/500,879	9/24/1984	5/28/1985
2.	Interstate Operating Company, L.P.	DORAL	18, 25, 28	United States	1,609,083	73/783,853	3/1/1989	8/7/1990
3.	Interstate Operating Company, L.P.	PLATE & VINE	43	United States	4,284,072	85/608,054	4/25/2012	1/29/2013
4.	Interstate Operating Company, L.P.	CITRONELLE	43	United States	4,167,573	85/463,721	11/3/2011	7/3/2012
5.	Interstate Operating Company, L.P.	BIG CITY BURGER COMPANY	43	United States	4,697,260	86/257,382	4/21/2014	3/3/2015

2. U.S. TRADEMARK APPLICATIONS

None.