

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382820

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Colony Hotels and Resorts Company		05/03/2016	Corporation: 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: 1			
Property Type	Number	Word Mark	
Registration Number:	1469519	COLONY HOTELS & RESORTS	
CORRESPONDENCE DATA			
Fax Number:	7043533148		
<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:	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 Colony Hotels and Resorts Company, a Delaware corporation (“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).

WITNESSETH:

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

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,

**COLONY HOTELS AND RESORTS
COMPANY,**

as Grantor

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

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 005784 FRAME: 0867**

ACCEPTED AND AGREED
as of the date first above written:

CANTOR FITZGERALD SECURITIES,
as Collateral Agent

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



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Industrie-Clay Metals

TRADEMARK
REEL: 005784 FRAME: 0868

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.	Colony Hotels & Resorts Company	COLONY HOTELS & RESORTS COLONY HOTELS & RESORTS	42	United States	1,469,519	73/649,826	3/17/1987	12/15/1987

2. U.S. TRADEMARK APPLICATIONS

None.