

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424245

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTERSTATE OPERATING COMPANY, L.P.		05/02/2016	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	INTERSTATE ARLINGTON, LP		
Street Address:	1997 ANNAPOLIS EXCHANGE PKWY, SUITE 550		
Internal Address:	C/O THAYER LODGING GROUP LLC		
City:	ANNAPOLIS		
State/Country:	MARYLAND		
Postal Code:	21401		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4980930	R BAR & GRILL	
CORRESPONDENCE DATA			
Fax Number:	4043659532		
<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:	4042337000		
Email:	MMMIPDOCKET@SYSTEM.FOUNDATIONIP.COM		
Correspondent Name:	MORRIS, MANNING & MARTIN, LLP		
Address Line 1:	3343 PEACHTREE RD NE		
Address Line 2:	1600 ATLANTA FINANCIAL CENTER		
Address Line 4:	ATLANTA, GEORGIA 30326		
ATTORNEY DOCKET NUMBER:	30148-105436		
NAME OF SUBMITTER:	John R. Harris		
SIGNATURE:	/John R. Harris/		
DATE SIGNED:	04/19/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of May 2, 2016, is made by and between INTERSTATE OPERATING COMPANY, L.P., a Delaware limited partnership (“**Assignor**”), and INTERSTATE ARLINGTON, LP, a Delaware limited partnership (“**Assignee**”).

R E C I T A L S

WHEREAS, Assignor desires to convey, transfer and assign to Assignee, and Assignee desires to accept from Assignor, the Assigned Trademarks (as defined below), and Assignor and Assignee have agreed to execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

A G R E E M E N T

NOW THEREFORE, the parties hereto hereby agree as follows:

1. Assignment. For TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the following (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 attached hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

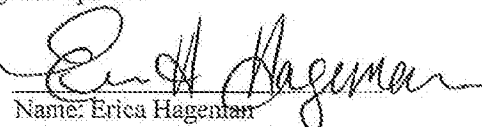
[Signatures Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR:

INTERSTATE OPERATING COMPANY, L.P.,
a Delaware limited partnership

By: Interstate Hotels & Resorts, Inc.,
a Delaware corporation,
its general partner

By: 
Name: Erica Hageman
Title: Executive Vice President &
General Counsel

ASSIGNEE:

INTERSTATE ARLINGTON, LP,
a Delaware limited partnership

By: Interstate Arlington GP, LLC,
a Delaware limited liability company,
its general partner

By: _____
Name: Bruce Wiles
Title: President

[Signature Page to Trademark Assignment Agreement for R.Bar & Grill (Hilton Arlington)]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR:

INTERSTATE OPERATING COMPANY, L.P.,
a Delaware limited partnership

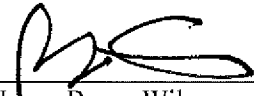
By: Interstate Hotels & Resorts, Inc.,
a Delaware corporation,
its general partner

By: _____
Name: Erica Hageman
Title: Executive Vice President &
General Counsel

ASSIGNEE:

INTERSTATE ARLINGTON, LP,
a Delaware limited partnership

By: Interstate Arlington GP, LLC,
a Delaware limited liability company,
its general partner

By:  _____
Name: Bruce Wiles
Title: President

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Class	Country	Registration Number	Serial Number	Filing Date	Registration Date	Status
R Bar & Grill Design	43	United States	N/A	86/608,922	4/24/2015	N/A	Active / Pending

[End of Schedule]