

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430528

| | | | |
|---|--|-----------------------|----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| TMI Hospitality Holdings, L.P. | | 06/05/2017 | Limited Partnership: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | TMI Hotel Holdings, LLC | | |
| Street Address: | 1601 Washington Avenue, Suite 800 | | |
| City: | Miami Beach | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 33139 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4280564 | TMI | |
| Registration Number: | 4293128 | IMPRESSING GUESTS | |
| Registration Number: | 4280565 | TMI HOSPITALITY | |
| Registration Number: | 4299235 | ROOM IN THE INN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3129939767 | | |
| <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: | 312.876.7700 | | |
| Email: | thomas.buettner@lw.com | | |
| Correspondent Name: | Thomas J. Buettner | | |
| Address Line 1: | Latham & Watkins LLP | | |
| Address Line 2: | 330 North Wabash Avenue, Suite 2800 | | |
| Address Line 4: | Chicago, ILLINOIS 60611 | | |
| NAME OF SUBMITTER: | Thomas J. Buettner | | |
| SIGNATURE: | /tjb/ | | |
| DATE SIGNED: | 06/08/2017 | | |
| Total Attachments: 3 | | | |
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OP \$115.00 4280564

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT is effective as of June 5, 2017, by and between TMI Hospitality Holdings, L.P., a Delaware limited partnership, with an address at 591 West Putnam Avenue, Greenwich, CT 06830 (“Assignor”), and TMI Hotel Holdings, LLC, a Delaware limited liability company, with an address at 1601 Washington Avenue, Suite 800, Miami Beach, FL 33139 (“Assignee”). Capitalized terms used but not defined shall have the meanings given to such terms in the Purchase Agreement (defined below).

RECITALS

Assignor is a party to that certain Purchase and Sale Agreement, dated as of May 10, 2017, by and among Assignor, Pillar Hospitality Holdings, LLC, a Delaware limited liability company, SOF-X U.S. Holdings, L.P., a Delaware limited partnership and Aimbridge Hospitality Holdings, LLC, a Delaware limited liability company, pursuant to which Assignor agreed to, among other things, transfer and assign to Assignee the assets it owns and the Contracts to which it is a party, in each case to the extent used in the business conducted by Assignor and the Acquired Companies.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor’s worldwide right, title and interest in, to and under the trademark registrations identified on Schedule A hereto (all of the foregoing being referred to herein as the “Marks”).

AGREEMENT

NOW, THEREFORE, Assignor, for and in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor’s worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Trademark Assignment Agreement, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this Trademark Assignment Agreement not been made.

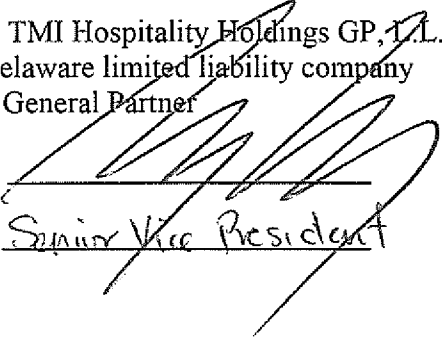
[Execution appears on Following Page]

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

ASSIGNOR:

TMI Hospitality Holdings, L.P.

By: TMI Hospitality Holdings GP, L.L.C.
a Delaware limited liability company
Its: General Partner

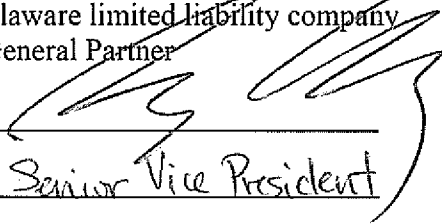
By: 
Its: Senior Vice President

ASSIGNEE:

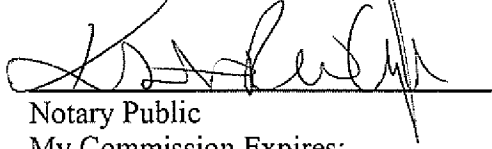
TMI Hotel Holdings, LLC

By: TMI Hospitality Holdings, L.P.
a Delaware limited liability company
Its: Sole Member

By: TMI Hospitality Holdings GP, L.L.C.
a Delaware limited liability company
Its: General Partner

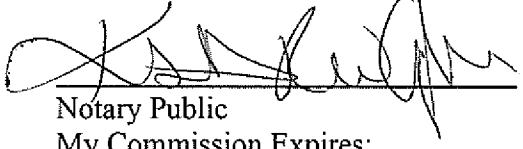
By: 
Its: Senior Vice President

SUBSCRIBED and SWORN to before me
this 5th day of June 2017.


Notary Public
My Commission Expires: _____

Kristin Rocco Coppola
Notary Public State of Connecticut
My Commission Expires:
March 31, 2021

SUBSCRIBED and SWORN to before me
this 5th day of June 2017.

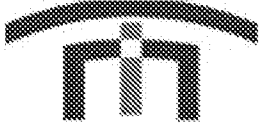

Notary Public
My Commission Expires: _____

Kristin Rocco Coppola
Notary Public State of Connecticut
My Commission Expires:
March 31, 2021

SCHEDULE A

MARKS

U.S. TRADEMARK REGISTRATIONS

| Mark | Registration No. |
|---|------------------|
|  | 4,280,564 |
| IMPRESSING GUESTS | 4,293,128 |
| TMI HOSPITALITY | 4,280,565 |
| ROOM IN THE INN | 4,299,235 |