

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432163

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aimbridge Hospitality, LLC		06/22/2017	Limited Liability Company: DELAWARE
Evolution Hospitality, LLC		06/22/2017	Limited Liability Company: CALIFORNIA
Pillar Hotels and Resorts, LLC		06/22/2017	Limited Liability Company: DELAWARE
TMI Hotel Holdings, LLC		06/22/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Golub Capital Markets LLC, as Agent
Street Address:	150 South Wacker Drive, Suite 800
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4474911	CHANNEL POINT HOSPITALITY
Registration Number:	4474910	AIMBRIDGE HOSPITALITY
Registration Number:	4804761	IT'S NOT HOW WE WORK, IT'S HOW WE LIVE
Registration Number:	4068498	EVOLUTION HOSPITALITY
Registration Number:	4064508	EVOLUTION HOSPITALITY
Registration Number:	4112665	PILLAR HOTELS & RESORTS
Registration Number:	4119298	PILLAR HOTELS AND RESORTS
Registration Number:	4299235	ROOM IN THE INN
Registration Number:	4280565	TMI HOSPITALITY
Registration Number:	4293128	IMPRESSING GUESTS
Registration Number:	4280564	TMI
Serial Number:	87417502	\$@#
Serial Number:	87417486	TIDAL WAVE

OP \$340.00 4474911

CORRESPONDENCE DATA**Fax Number:** 3128637865*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:** 312-201-3865**Email:** sharon.patterson@goldbergkohn.com**Correspondent Name:** Sharon Patterson, Paralegal**Address Line 1:** Goldberg Kohn Ltd., 55 E. Monroe St.**Address Line 2:** Ste. 3300**Address Line 4:** Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7380.006
NAME OF SUBMITTER:	Sharon Patterson
SIGNATURE:	/sharon patterson/
DATE SIGNED:	06/22/2017

Total Attachments: 8

source=11. Trademark Security Agreement (omnibus)#page1.tif

source=11. Trademark Security Agreement (omnibus)#page2.tif

source=11. Trademark Security Agreement (omnibus)#page3.tif

source=11. Trademark Security Agreement (omnibus)#page4.tif

source=11. Trademark Security Agreement (omnibus)#page5.tif

source=11. Trademark Security Agreement (omnibus)#page6.tif

source=11. Trademark Security Agreement (omnibus)#page7.tif

source=11. Trademark Security Agreement (omnibus)#page8.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 22nd day of June, 2017, by Aimbridge Hospitality, LLC, a Delaware limited liability company ("Aimbridge"), Evolution Hospitality, LLC, a California limited liability company ("Evolution"), Pillar Hotels and Resorts, LLC, a Delaware limited liability company ("Pillar") and TMI Hotel Holdings, LLC, a Delaware limited liability company ("TMI" and together with Aimbridge, Evolution and Pillar, each a "Grantor" and collectively, the "Grantors"), in favor of Golub Capital Markets LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

WITNESSETH

WHEREAS, the Grantors, one or affiliates thereof, Grantee and the Lenders identified therein are parties to a certain Credit Agreement dated as of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to the Grantors (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of even date herewith among the Grantors, one or more affiliates thereof and Grantee (as the same may be amended or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, each Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral and automatically subject to the security interest granted herein.

4. Termination. Upon the Termination Date, the Grantee shall execute, acknowledge and deliver to the Grantors an instrument in writing in recordable form releasing the pledge, grant, assignment, lien and security interest in the Trademark Collateral.

5. THE INTEREST IN THE TRADEMARK COLLATERAL BEING GRANTED HEREUNDER SHALL NOT BE CONSTRUED AS A CURRENT ASSIGNMENT BUT, RATHER AS A SECURITY INTEREST THAT PROVIDES THE GRANTEE AND THE LENDERS SUCH RIGHTS AS ARE PROVIDED TO HOLDERS OF SECURITY INTERESTS UNDER APPLICABLE LAW.

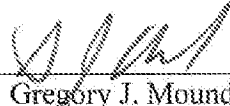
6. Authorization. To the extent applicable, the parties hereto authorize and request that the Commissioner of Patents and Trademarks of the United States record this security interest in the Trademark Collateral.

7. Governing Law. This Agreement is made under and governed by the laws of the State of New York without regard to conflicts of laws principles.

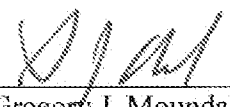
[Signature page follows]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

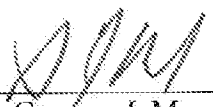
AIMBRIDGE HOSPITALITY, LLC, as Grantor

By: 
Name: Gregory J. Moundas
Title: Vice President

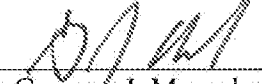
EVOLUTION HOSPITALITY, LLC, as Grantor

By: 
Name: Gregory J. Moundas
Title: Vice President

PILLAR HOTELS AND RESORTS, LLC, as Grantor

By: 
Name: Gregory J. Moundas
Title: Vice President

TMI HOTEL HOLDINGS, LLC, as Grantor

By:  _____

Name: Gregory J. Moundas

Title: Vice President

Agreed and Accepted
As of the Date First Written Above

GOLUB CAPITAL MARKETS LLC, as Agent




By: 

Name: Robert S. Tuchscherer



Title: Managing Director

SCHEDULE 1

TRADEMARK REGISTRATIONS

Registered Owner	Trademark	U.S. Registration No.	Date Registered
Aimbridge Hospitality, LLC	CHANNEL POINT HOSPITALITY	4474911	1/28/2014
Aimbridge Hospitality, LLC	AIMBRIDGE HOSPITALITY	4474910	1/28/2014
Evolution Hospitality, LLC	IT'S NOT HOW WE WORK, IT'S HOW WE LIVE	4804761	9/1/2015
Evolution Hospitality, LLC		4068498	12/6/2011
Evolution Hospitality, LLC	EVOLUTION HOSPITALITY	4064508	11/29/2011
Pillar Hotels & Resorts, LLC		4112665	3/13/2012
Pillar Hotels & Resorts, LLC	PILLAR HOTELS AND RESORTS	4119298	3/27/2012
TMI Hospitality Holdings, L.P. ¹	ROOM IN THE INN	4299235	3/05/2013
TMI Hospitality Holdings, L.P. ²	TMI HOSPITALITY	4280565	1/22/2013
TMI Hospitality Holdings, L.P. ³	IMPRESSING GUESTS	4293128	2/19/2013
TMI Hospitality Holdings, L.P. ⁴		4280564	1/22/2013

TRADEMARK APPLICATIONS

Applicant	Trademark	Application No.	Application Date
Aimbridge Hospitality Holdings, LLC		87417502	4/19/2017
Aimbridge Hospitality Holdings, LLC	TIDAL WAVE	87417486	4/19/2017
Aimbridge Hospitality Holdings, LLC		87200683	10/12/2016

¹ Acquired by TMI Hotel Holdings, LLC in connection with the Panda Acquisition (as defined in the Credit Agreement), but not yet reflective on USPTO searches.

² Acquired by TMI Hotel Holdings, LLC in connection with the Panda Acquisition (as defined in the Credit Agreement), but not yet reflective on USPTO searches.

³ Acquired by TMI Hotel Holdings, LLC in connection with the Panda Acquisition (as defined in the Credit Agreement), but not yet reflective on USPTO searches.

⁴ Acquired by TMI Hotel Holdings, LLC in connection with the Panda Acquisition (as defined in the Credit Agreement), but not yet reflective on USPTO searches.