

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM437904

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hersha Hospitality Management L.P.		07/31/2017	Limited Partnership: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Manufacturers and Traders Trust Company		
<b>Street Address:</b>	213 Market Street		
<b>City:</b>	Harrisburg		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	17101		
<b>Entity Type:</b>	Banking Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4437403	HHM	
<b>Registration Number:</b>	3792698	INDEPENDENT COLLECTION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2159882757		
<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>			
<b>Email:</b>	karen.spina@dbr.com		
<b>Correspondent Name:</b>	Robert E. Cannuscio		
<b>Address Line 1:</b>	One Logan Square, Ste. 2000		
<b>Address Line 2:</b>	Drinker Biddle & Reath LLP		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-6996		
<b>NAME OF SUBMITTER:</b>	Robert E. Cannuscio		
<b>SIGNATURE:</b>	/Robert E. Cannuscio/		
<b>DATE SIGNED:</b>	08/03/2017		
<b>Total Attachments: 5</b>			
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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**") made as of July 31, 2017, by **HERSHA HOSPITALITY MANAGEMENT L.P.**, a Pennsylvania limited partnership, having a mailing address at 510 Walnut Street, 9th Floor, Philadelphia, PA 19106, and having an organizational number of 2794029 ("**Grantor**"), in favor of **MANUFACTURERS AND TRADERS TRUST COMPANY**, a New York banking corporation, having a mailing address at 213 Market Street, Harrisburg, PA 17101, in capacity as the Administrative Agent for the Lenders (as defined below) ("**Secured Party**").

WHEREAS, on December 31, 2012, Grantor became a Grantor under that certain Security Agreement, dated as of December 31, 2012, by and among Grantor, Secured Party, and the other parties named therein, as supplemented and reaffirmed pursuant to that certain Omnibus Amendment and Reaffirmation to Loan Documents, dated as of the date hereof (as so supplemented and as the same may be amended, restated, supplemented or otherwise modified or replaced from time to time, the "**Security Agreement**").

WHEREAS, pursuant to the Security Agreement, Grantor has granted a security interest in certain property, including, without limitation, certain trademarks of Grantor, to the Secured Party and Grantor has agreed to execute this Agreement for recording with the United States Patent and Trademark Office; and

WHEREAS, the Trademark Collateral (as defined below) described in this Agreement is part of the Collateral described in the Security Agreement.

**ACCORDINGLY**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby makes the following covenants, agreements, representations and warranties for the benefit and security of Secured Party:

**ARTICLE I**  
**CONSTRUCTION AND DEFINED TERMS**

Section 1.01. *Article and Section Headings.* Article and Section headings and captions in this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. Unless otherwise expressly stated in this Agreement, references in this Agreement to Sections shall be read as Sections of this Agreement. Terms used in this Agreement shall be applicable to the singular and plural, and references to gender shall include all genders.

Section 1.02. *Security Agreement Defined Terms.* Capitalized terms that are not defined in this Agreement, but are defined in the Security Agreement, shall have the same definitions as in the Security Agreement, which definitions are incorporated herein by reference. Capitalized terms that are not defined in this Agreement or the Security

Agreement, shall have the same definitions as in the Credit Agreement (as defined in the Security Agreement).

## **ARTICLE II** **SECURITY INTEREST**

Section 2.01. *Security Interest*. To further secure the full and timely payment, performance and satisfaction of the Secured Obligations, and without limiting the legal operation and effect of any other Loan Document, Grantor hereby collaterally assigns to Secured Party, and grants to Secured Party a security interest in, all of Grantor's now owned and hereafter acquired, created or arising Trademark Collateral described below:

(a) All of Grantor's right, title and interest in (A) all trademarks, service marks trade names, logos, including but not limited to the trademarks listed in Schedule A, (collectively, the "**Trademarks**"), and any filings, registrations and recordings of, and applications for, any thereof (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of said Act has been filed), and (B) (i) the goodwill associated with any of the foregoing, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (collectively, the "**Trademark Collateral**").

Section 2.02. *Supplement to Security Agreement*. This Agreement has been entered into in connection with the security interests granted to Secured Party under the Security Agreement. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement.

## **ARTICLE III** **GENERAL PROVISIONS**

Section 3.01. *Successors and Assigns*. This Agreement shall create a continuing security interest in the Trademark Collateral and shall (i) be binding upon Grantor and its successors and assigns, and (ii) inure, together with the rights and remedies of Secured Party hereunder, to the benefit of Secured Party and Secured Party's successors, transferees and assigns. This Agreement may not be assigned by Grantor without the prior written consent of Secured Party.

Section 3.02. *Filing, Registering, Recording*. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of the security interests herein with the United States Patent and Trademark Office. Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

Grantor shall pay all of the Secured Party's costs and expenses of filing, registering or recording this Agreement.

Section 3.03. Counterparts. This Agreement may be executed in counterparts and each shall be effective as an original, and a telecopy of this executed Agreement shall be effective as an original. In making proof of this Agreement, it shall not be necessary to produce more than one counterpart of this Agreement.

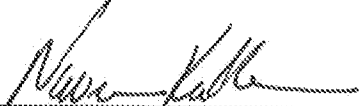
Section 3.04. Governing Law. This Agreement shall, except to the extent that federal law or laws of another state apply to the Trademarks or any part thereof, be governed by and construed in accordance with the internal laws of the State of New York, without regard to conflicts of law principles.

**[Signature Page Follows]**

IN WITNESS WHEREOF, and intending to be legally bound hereby, Grantor has executed and delivered this Agreement as of the day and year first above written.

**GRANTOR:**

**HERSHA HOSPITALITY MANAGEMENT L.P.**

By:   
Name: Naveen Kakarla  
Title: President

***Attachments:***

Schedule 1 (Trademarks)

**SCHEDULE 1 TO  
TRADEMARK SECURITY AGREEMENT**

***U.S Trademark Registrations:***

<b>SERIAL NUMBER</b>	<b>REGISTRATION NUMBER</b>	<b>SERVICE MARK</b>	<b>MARK DRAWING CODE</b>
85705756	4437403	HHM	STANDARD CHARACTER MARK
77836068	3792698	INDEPENDENT COLLECTION	STANDARD CHARACTER MARK