

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM444314

<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>
Chamberlain Hospitality Group, Inc.		09/20/2017	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Customers Bank		
<b>Street Address:</b>	One International Place		
<b>Internal Address:</b>	26th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	Chartered Bank: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3267416	THE VIRGINIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173109177		
<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>Phone:</b>	(617) 439-2177		
<b>Email:</b>	docket@nutter.com		
<b>Correspondent Name:</b>	Patrick J. Concannon		
<b>Address Line 1:</b>	155 Seaport Boulevard, Seaport West		
<b>Address Line 2:</b>	Nutter, McClennen & Fish, LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02210		
<b>NAME OF SUBMITTER:</b>	Patrick J. Concannon		
<b>SIGNATURE:</b>	/PJC/		
<b>DATE SIGNED:</b>	09/25/2017		
<b>Total Attachments: 4</b>			
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source=Assignment of Trademarks - Customers Bank-Virginia Hotel (002)#page2.tif			
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**COLLATERAL ASSIGNMENT OF  
TRADEMARKS AS SECURITY**

This COLLATERAL ASSIGNMENT OF TRADEMARK AS SECURITY (as the same may be amended, restated, modified, substituted or extended from time to time, this "Assignment") is made as of this 21<sup>st</sup> day of September, 2017, by CHAMBERLAIN HOSPITALITY GROUP, INC., a New Jersey corporation ("Borrower," which expression shall include Borrower's successors and assigns), having an address c/o Cape Advisors Inc., 29 Perry Street, Cape May, New Jersey 08204, for the benefit of CUSTOMERS BANK, a Pennsylvania chartered banking corporation ("Lender," which expression shall include Lender's successors and assigns), having an address of One International Place, 26<sup>th</sup> Floor, Boston, Massachusetts 02110.

WHEREAS, Borrower has delivered a Mortgage, Financing Statement and Security Agreement to Lender (the "Mortgage"), which Mortgage is being recorded with the real estate records of the County Clerk of Cape May, New Jersey on or about the date hereof;

WHEREAS, Borrower is the owner of the trademarks (the "Trademarks") listed on **Schedule A** attached hereto and identified in the Mortgage;

WHEREAS, pursuant to the Mortgage, Borrower granted Lender a security interest in the Trademarks and certain other property and collateral owned by Borrower; and

WHEREAS, Borrower and Lender contemplate and intend that, if an Event of Default (as defined in the Loan Agreement (as defined in the Mortgage)) shall occur, Lender shall have all rights of a foreclosing secured party in and to the Trademarks and any proceeds thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower acknowledges that Lender has a security interest in the Trademarks listed on **Schedule A** hereto, and collaterally assigns to Lender, as security for the Secured Obligations (as defined in the Mortgage), all of Borrower's right, title and interest in and to the Trademarks, and agrees that it will not sell or assign the Trademarks without the prior written consent of Lender.

Borrower and, by its acceptance of the collateral assignment contained herein, Lender, hereby request that the Commissioner of Patents and Trademarks record this document with respect to the Trademark Registration.

Borrower hereby appoints Lender as Borrower's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence of any Event of Default, to execute and deliver, in the name of and on behalf of Borrower, and to cause the recording of all such further assignments and other instruments as Lender may deem necessary

or desirable in order to carry out the intent of this Assignment. The Debtor agrees that all third parties may conclusively rely on any such further assignment or other instrument so executed, delivered and recorded by Lender and on the statements made therein.

[SIGNATURE ON FOLLOWING PAGE]



Borrower: Chamberlain Hospitality Group, Inc.  
Lender: Customers Bank

Schedule A to Collateral Assignment of Trademarks as Security

Owner: Chamberlain Hospitality Group, Inc.

**TRADEMARKS**

**Registered Trademark**

<u>Mark</u>	<u>U.S. TM Registration No.</u>	<u>Registration Date</u>
THE VIRGINIA	3,267,416	July 24, 2007

**Unregistered Trademarks**



**THE EBBITT ROOM AT THE VIRGINIA**

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