

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455578

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bridgestreet TM, LLC		12/20/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	DOMUS BWW FUNDING, LLC		
Street Address:	Cira Centre, 2929 Arch Street		
Internal Address:	c/o Versa Capital Management, LLC		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19104-7324		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5160541	LINK	
Registration Number:	4721119	STÜDYO BY BRIDGESTREET	
Registration Number:	4721118	RESIDENCES BY BRIDGESTREET	
Registration Number:	4721117	PLACES BY BRIDGESTREET	
Registration Number:	4700920	LIVING BY BRIDGESTREET	
Registration Number:	4700919	BRIDGESTREET GLOBAL HOSPITALITY	
Registration Number:	4700918	BRIDGESTREET GLOBAL HOSPITALITY	
Registration Number:	4791052	APARTHOTELS BY BRIDGESTREET	
Registration Number:	3974455	BRIDGESTREET	
Registration Number:	4109769	SERVICED APARTMENTS MADE EASY	
Registration Number:	4094460	FEEL CONNECTED	
Registration Number:	2211753	BRIDGESTREET	
CORRESPONDENCE DATA			
Fax Number:	6172485000		
<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>			
Email:	tmadmin@choate.com		
Correspondent Name:	Daniel L. Scales		
TRADEMARK			

OP \$315.00 5160541

Address Line 1: Two International Place
Address Line 2: Choate Hall & Stewart LLP
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 2010526-0005

NAME OF SUBMITTER: Daniel L. Scales

SIGNATURE: /daniel l. scales/

DATE SIGNED: 12/21/2017

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“**Agreement**”) is made as of December 20, 2017, by and between BRIDGESTREET TM, LLC, a Delaware limited liability company (“**Grantor**”), and DOMUS BWW FUNDING, LLC, a Delaware limited liability company, as agent (“**Domus**”).

RECITALS

WHEREAS Domus has agree to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Credit Agreement between Domus and Grantor dated March 3, 2014 (as the same may be amended, modified or supplemented, from time to time, the “**Credit Agreement**”); and

WHEREAS, Grantor granted to Domus, as Agent, a security interest in the Collateral in order to secure the payment of all amounts owing from time to time under and in accordance with the Credit Agreement under and subject to the terms of that certain Security Agreement between Domus and Grantor dated March 3, 2014 (as the same may be amended, modified or supplemented, from time to time, the “**Security Agreement**”); and

WHEREAS, Domus and Grantor wish to confirm the grant to Domus, as agent, of the security interest in the Trademark Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and Domus agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the contest otherwise requires, terms used in this Agreement, including its preambles and recitals, have the meanings provided in the Credit Agreement.

SECTION 2. Grant of Security Interest. Grantor hereby grants to Domus, as agent, a continuing security interest in and to all of its right, title and interest in and to all of the following property, whether now owned or existing or hereafter acquired or arising (“**Trademark Collateral**”):

- a) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, Internet domain names and other source or business identifiers now existing or hereafter adopted or acquired, including those referred to in Schedule A attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (each, a “**Trademark**”);

- b) all Trademark licenses for the grant by or to Grantor of any right to use any Trademark; and
- c) all goodwill of the business associated with the Trademarks, and all proceeds of, and rights associated with, the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

Notwithstanding any provision to the contrary contained herein, until an event of default under the Credit Agreement or any of the other Loan Documents has occurred, Grantor shall be permitted to exercise any and all rights with regard to the Trademark Collateral and receive any benefits therefrom.

SECTION 3. Trademark Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of Domus, as agent, in the Trademark Collateral with the United States Patent and Trademark Office and any similar office or agency within or outside the United States.

SECTION 4. Acknowledgment. The Grantor further acknowledges and affirms that the rights and remedies of Domus with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference as if fully set forth herein.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 6. Governing Law. This Agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to its conflicts of laws principles.

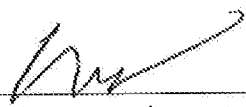
SECTION 7. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first written above.

GRANTOR:

BRIDGESTREET TM, LLC

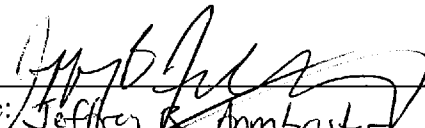
By: 
Name: W.F. Dombrowski
Title: Secretary

[Signature Page to Trademark Security Agreement]

Acknowledged and agreed to as of the date first above written.

SECURED PARTY:

DOMUS BWW FUNDING, LLC, as Agent

By: 
Name: Jeffrey B. Ambrose
Title: Authorized Person

[Signature Page to Trademark Security Agreement]

SCHEDULE A

United States Federal Trademarks

Trademark	App. No.	App. Date.	Reg. No.	Reg. Date	Owner of Record
LINK (Cl. 36)	87102706	13-Jul-2016			BridgeStreet TM, LLC
LINK (Cl. 35)	87125966	3-Aug-2016	5160541	14-Mar-2017	BridgeStreet TM, LLC
MODE BY BRIDGESTREET	86597408	14-Apr-2015			BridgeStreet TM, LLC
STÜDYO BY BRIDGESTREET	86123050	19-Nov-2013	4721119	14-Apr-2015	BridgeStreet TM, LLC
RESIDENCES BY BRIDGESTREET	86123047	19-Nov-2013	4721118	14-Apr-2015	BridgeStreet TM, LLC
PLACES BY BRIDGESTREET	86123043	19-Nov-2013	4721117	14-Apr-2015	BridgeStreet TM, LLC
LIVING BY BRIDGESTREET	86123039	19-Nov-2013	4700920	10-Mar-2015	BridgeStreet TM, LLC
EXCLUSIVE BY BRIDGESTREET	86123033	19-Nov-2013			BridgeStreet TM, LLC
BRIDGESTREET GLOBAL HOSPITALITY and Design	86123029	19-Nov-2013	4700919	10-Mar-2015	BridgeStreet TM, LLC
BRIDGESTREET GLOBAL HOSPITALITY	86123026	19-Nov-2013	4700918	10-Mar-2015	BridgeStreet TM, LLC
APARTHOTELS BY BRIDGESTREET	85927424	9-May-2013	4791052	11-Aug-2015	BridgeStreet TM, LLC
BRIDGESTREET	85159344	22-Oct-2010	3974455	7-Jun-2011	BridgeStreet TM, LLC
SERVICED APARTMENTS MADE EASY	85159333	22-Oct-2010	4109769	6-Mar-2012	BridgeStreet TM, LLC
FEEL CONNECTED	85159298	22-Oct-2010	4094460	31-Jan-2012	BridgeStreet TM, LLC
BRIDGESTREET and Design	75267703	17-Mar-1997	2211753	15-Dec-1998	BridgeStreet TM, LLC

Internet Domain Names

USA Region

DOMAIN NAME

apart-hotels.com
bridgestreet.com
bridgestreetconcierge.com
bridgestreetrewards.com
bridgestreetservicedapartments.com
corporatehousingmadeeasy.com
corporatehousingworldwide.com
extendedstaydesk.com
kingswardrobe.com
linkstudentliving.com
linkstudentliving.net
modeaparthotel.com
modehotel.com
nyservicedapartments.com
servicedapartmentsmadeeasy.com
temporaryhousingsolutions.com
thekingswardrobe.com
34ANDMADISON.COM
BIRMINGHAM-APART-HOTEL.COM
BIRMINGHAM-APART-HOTELS.COM
BRIDGESTREET.EMAIL
BRIDGESTREET.GLOBAL
BRIDGESTREETCONNECTED.COM
BRIDGESTREETGLOBALHOSPITALITY.COM
BRIDGESTREETHOSPITALITY.COM
GLOBAL-APART-HOTELS.COM
GLOBALAPARTHOTELS.COM
INTERNATIONAL-HOSPITALITY.COM

Internet Domain Names

linkmatch.online

LIVINGATPOSTBOX.COM

LIVINGATWOODWARD.COM

heretostay.tv

hereandnownews.com

EMEA Region

DOMAIN NAME

bridgestreet.co.uk

bridgestreetliverpoolone.co.uk

libertyapartments.co.uk

bridgestreet.it

bridgestreet.nl

bridgestreet.in

bridgestreet.ie