

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM481892

<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>
ONE Lodging Management LLC		04/25/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Golub Capital Markets LLC, as Agent		
<b>Street Address:</b>	150 South Wacker Drive, Suite 800		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5247272	ONE LODGING MANAGEMENT DIVERSE HOTELS· O	
<b>Serial Number:</b>	86950388	ONE LODGING HOSPITALITY MANAGEMENT DIVER	
<b>Serial Number:</b>	86950378	ONE HOTEL MANAGEMENT DIVERSE HOTELS ·ON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637865		
<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>	312-201-3865		
<b>Email:</b>	sharon.patterson@goldbergkohn.com		
<b>Correspondent Name:</b>	Sharon Patterson, Paralegal		
<b>Address Line 1:</b>	Goldberg Kohn Ltd., 55 E. Monroe St		
<b>Address Line 2:</b>	Ste 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	7380.006		
<b>NAME OF SUBMITTER:</b>	Sharon Patterson		
<b>SIGNATURE:</b>	/sharon patterson/		
<b>DATE SIGNED:</b>	07/16/2018		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 25 day of April, 2018, by ONE Lodging Management LLC, a Delaware limited liability company ("Grantor"), 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, Grantor, one or more affiliates thereof, Grantee and the Lenders identified therein are parties to a certain Amended and Restated 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 Grantor (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 June 22, 2017 among Grantor, 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, 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 of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties a continuing security interest in 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 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, Grantee shall execute, acknowledge and deliver to Grantor 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 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, Grantor has duly executed this Agreement as of the date first written above.

ONE LODGING MANAGEMENT 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: Marc C. Robinson  
Title: Managing Director

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

Registered Owner/Applicant	Trademark	U.S. Registration No.	Date Registered	Application Number	Application Date
ONE Lodging Management LLC	 ONE Lodging Management Lodging Services • One Promise	5,247,272	7/18/2017	86,950,380	3/23/2016
ONE Lodging Management LLC	 ONE Lodging Management Lodging Services • One Promise	N/A	N/A	86,950,388	3/23/2016
ONE Lodging Management LLC	 ONE Lodging Management Lodging Services • One Promise	N/A	N/A	86,950,378	3/23/2016
<b>Registered Owner/Applicant</b>	<b>Trademark</b>	<b>Canadian Registration No.</b>	<b>Date Registered</b>	<b>Application Number</b>	<b>Application Date</b>
ONE Lodging Management LLC	 ONE Lodging Management Lodging Services • One Promise	TMA975,926	7/17/2017	1775811	4/5/2016
ONE Lodging Management LLC	 ONE Lodging Management Lodging Services • One Promise	N/A	N/A	1775812	4/5/2016
ONE Lodging Management LLC	 ONE Lodging Management Lodging Services • One Promise	N/A	N/A	1775810	4/5/2016