

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501119

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Interstate Hotels & Resorts, Inc.		12/07/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	ING Capital LLC
Street Address:	1133 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2407010	BIGG BLUE MARTINI
Registration Number:	2407018	BIGG BLUE MARTINI
Registration Number:	4229261	I
Registration Number:	4330334	I INTERSTATE HOTELS & RESORTS
Registration Number:	3359075	OUR EXPERIENCE YOUR SUCCESS
Registration Number:	4525496	WHET YOUR APPETITE WITH THE 5 MOOD GROUP
Registration Number:	5552280	INTRIGUE
Registration Number:	5571744	MARKETBASKET
Registration Number:	5571745	MARKETBASKETPLUS
Serial Number:	88031120	IN
Serial Number:	88039238	I INTERSTATE HOTELS RESORTS
Serial Number:	88039192	I INTERSTATE HOTELS RESORTS

CORRESPONDENCE DATA

Fax Number:

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.

Email: laura.o'brien@hklaw.com

Correspondent Name: Holland & Knight LLP

Address Line 1: 10 St. James Ave.

TRADEMARK

Address Line 2: 11th Floor
Address Line 4: Boston, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER: 112235.00051

NAME OF SUBMITTER: Laura O'Brien

SIGNATURE: /Laura O'Brien/

DATE SIGNED: 12/07/2018

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 7, 2018, is made by INTERSTATE HOTELS & RESORTS, INC., a Delaware corporation (“Grantor”), in favor of ING Capital LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 7, 2018 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, “Credit Agreement”), by and among Hotel Acquisition Company (the “Borrower”), KHR Buyer, LLC, a Delaware limited liability company (“Holdings”), the other Persons party thereto that are designated as a Credit Party, GSO, as Agent for the several financial institutions from time to time party thereto (collectively, the “Lenders” and individually each a “Lender”), and the Lenders from time to time party thereto, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of December 7, 2018, in favor of Agent (as such agreement may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Agent for the benefit of the Secured Parties as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided, that no Lien and security interest is granted on any

“intent to use” Trademark applications for which a “statement of use” or “amendment to allege use” has not been filed (but only until such statement or amendment is filed);

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, subject to the terms and conditions of the Credit Agreement and the Guaranty and Security Agreement, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

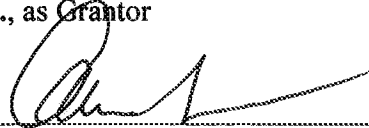
Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**INTERSTATE HOTELS & RESORTS,
INC., as Grantor**


By: _____

Name: Carrie McIntyre

Title: Chief Financial Officer

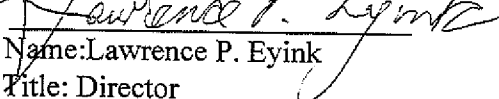
ACCEPTED AND AGREED
as of the date first above written:

ING CAPITAL LLC
as Agent

By: 

Name: Lee K. Lem

Title: Director

By: 

Name: Lawrence P. Eyink


Title: Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Schedule 1

Trademarks Registrations and Applications:

No.	Owner	Trademark	Class	Country	Reg. Number	Serial Number	Filing Date	Reg. Date
1.	Interstate Hotels & Resorts, Inc.	Bigg Blue Martini	42	United States	2,407,010	75/576, 543	10/26/1998	11/21/2000
2.	Interstate Hotels & Resorts, Inc.	Bigg Blue Martini <i>and Design</i> 	42	United States	2,407,018	75/578,265	10/26/1998	11/21/2000
3.	Interstate Hotels & Resorts, Inc.	<i>I and Design</i> 	35,37, 42	United States	4,229,261	85/543,778	2/15/2012	10/23/2012
4.	Interstate Hotels & Resorts, Inc.	INTERSTATE HOTELS & RESORTS <i>and Design</i> 	35,37, 42	United States	4,330,334	85/543,806	2/15/2012	5/7/2013
5.	Interstate Hotels & Resorts, Inc.	Our Experience Your Success	35	United States	3,359,075	77/152,968	4/10/2007	12/25/2007
6.	Interstate Hotels & Resorts, Inc.	WHET YOUR APPETITE WITH THE 5 MOOD GROUPS	35	United States	4,525,496	86/073,096	9/24/2013	5/6/2014
7.	Interstate Hotels & Resorts, Inc.		35, 37, 42	United States	N/A	88/031,120	7/10/2018	N/A
8.	Interstate Hotels & Resorts, Inc.	INTERSTATE HOTELS & RESORTS <i>and Design</i> 	35, 42	United States	Application pending	88/039,238	7/16/2018	
9.	Interstate Hotels & Resorts, Inc.	INTERSTATE HOTELS & RESORTS <i>and Design</i> 	35, 42	United States	Application pending	88/039,192	7/16/2018	
10.	Interstate Hotels & Resorts, Inc.	INTRIGUE	35, 37, 42	United States	5,552,280	87,603,246	9/11/2017	8/28/2018

No.	Owner	Trademark	Class	Country	Reg. Number	Serial Number	Filing Date	Reg. Date
11.	Interstate Hotels & Resorts, Inc.	MarketBasket	35	United States	5,571,744	87/533,958	7/19, 2017	9/25/2018
12.	Interstate Hotels & Resorts, Inc.	MarketBasketPLUS	35	United States	5,571,745	87/533,974	7/19/2017	9/25/2018
13.	Interstate Hotels & Resorts, Inc.	Rialto <i>and Design</i> 	43	Mass. (State)	80836	80836	5/19/2015	5/19/2015