

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM508457

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aimbridge Hospitality, LLC		02/01/2019	Limited Liability Company: DELAWARE
Evolution Hospitality, LLC		02/01/2019	Limited Liability Company: CALIFORNIA
Pillar Hotels & Resorts, LLC		02/01/2019	Limited Liability Company: DELAWARE
ONE Lodging Management LLC		02/01/2019	Limited Liability Company: DELAWARE
TMI Hotel Holdings, LLC		02/01/2019	Limited Liability Company: DELAWARE
Aimbridge Hospitality Holdings, LLC		02/01/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Bain Capital Credit, LP, Administrative Agent
Street Address:	200 Clarendon Street
Internal Address:	Floor 36
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	4474911	CHANNEL POINT HOSPITALITY
Registration Number:	4474910	AIMBRIDGE HOSPITALITY
Registration Number:	4804761	IT'S NOT HOW WE WORK, IT'S HOW WE LIVE
Registration Number:	4068498	EVOLUTION HOSPITALITY
Registration Number:	4064508	EVOLUTION HOSPITALITY
Registration Number:	4119298	PILLAR HOTELS AND RESORTS
Registration Number:	4299235	ROOM IN THE INN
Registration Number:	4280565	TMI HOSPITALITY
Registration Number:	4293128	IMPRESSING GUESTS
Registration Number:	4280564	TMI

CH \$365.00 4474911

Property Type	Number	Word Mark
Registration Number:	5247272	ONE LODGING MANAGEMENT DIVERSE HOTELS· O
Registration Number:	5252501	SECOND WAVE A DIGITAL + MARKETING AGENCY
Registration Number:	5329357	TIDAL WAVE
Registration Number:	5329358	\$@#

CORRESPONDENCE DATA

Fax Number: 6175269899

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.

Phone: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place, 23rd Floor

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	66478 / 186
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	02/04/2019

Total Attachments: 7

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Reference is made to the Intercreditor Agreement, dated as of February 1, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among JPMORGAN CHASE BANK, N.A., as First Lien Agent (as defined therein), BAIN CAPITAL CREDIT, LP, as Second Lien Agent (as defined therein). Each Secured Party acknowledges and agrees that it has received a copy of the Intercreditor Agreement and, in the event of any conflict or inconsistency between any of the provisions of the Intercreditor Agreement and this Loan Guaranty, the provisions of the Intercreditor Agreement shall control.

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 1, 2019, (this “Agreement”), by (i) Aimbridge Hospitality, LLC, a Delaware limited liability company, (ii) Evolution Hospitality, LLC, a California limited liability company, (iii) Pillar Hotels & Resorts, LLC, a Delaware limited liability company, (iv) ONE Lodging Management LLC, a Delaware limited liability company, (v) TMI Hotel Holdings, LLC, a Delaware limited liability company and (vi) Aimbridge Hospitality Holdings, LLC, a Delaware limited liability company (each, a “Grantor”) in favor of Bain Capital Credit, LP (“Bain Capital Credit”), as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities, the “Administrative Agent”).

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of February 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Administrative Agent. The Lenders under the Second Lien Credit Agreement have extended credit to the Borrower (as defined in Second Lien Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Second Lien Credit Agreement, dated as of February 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Second Lien Credit Agreement”), by and among, *inter alios*, Aimbridge Intermediate Co., Inc., a Delaware corporation, as Holdings, Aimbridge Acquisition Co, Inc., a Delaware corporation, as the Borrower, the Lenders from time to time party thereto and Bain Capital Credit, as Administrative Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Second Lien Credit Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “IP Collateral”):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby; and

B. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. **Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any

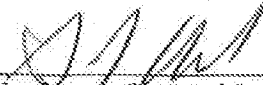
conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

AIMBRIDGE HOSPITALITY, LLC

By: 
Name: Gregory Moundas
Title: Vice President

EVOLUTION HOSPITALITY, LLC

By: 
Name: Gregory Moundas
Title: Vice President

PILLAR HOTELS AND RESORTS, LLC

By: 
Name: Gregory Moundas
Title: Vice President

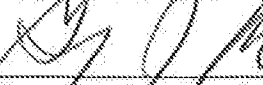
TMI HOTEL HOLDINGS, LLC

By: 
Name: Gregory Moundas
Title: Vice President

ONE LODGING MANAGEMENT LLC

By: 
Name: Gregory Moundas
Title: Vice President

AIMBRIDGE HOSPITALITY HOLDINGS, LLC

By: 
Name: Gregory Moundas
Title: Vice President

Accepted and Agreed:

BAIN CAPITAL CREDIT, LP
as Administrative Agent

By: 

Name:



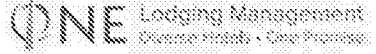


Andrew S. Viers

Title:

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SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Aimbridge Hospitality, LLC	4474911	CHANNEL POINT HOSPITALITY
Aimbridge Hospitality, LLC	4474910	AIMBRIDGE HOSPITALITY
Evolution Hospitality, LLC	4804761	IT'S NOT HOW WE WORK, IT'S HOW WE LIVE
Evolution Hospitality, LLC	4068498	
Evolution Hospitality, LLC	4064508	EVOLUTION HOSPITALITY
Pillar Hotels & Resorts, LLC	4119298	PILLAR HOTELS AND RESORTS
TMI Hotel Holdings, LLC	4299235	ROOM IN THE INN
TMI Hotel Holdings, LLC	4280565	TMI HOSPITALITY
TMI Hotel Holdings, LLC	4293128	IMPRESSING GUESTS
TMI Hotel Holdings, LLC	4280564	
ONE Lodging Management LLC	5247272	
Aimbridge Hospitality Holdings, LLC	5252501	
Aimbridge Hospitality Holdings, LLC	5329357	TIDAL WAVE
Aimbridge Hospitality Holdings, LLC	5329358	

SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

None.

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.