

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541519

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ESH STRATEGIES BRANDING LLC		09/18/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	DEUTSCHE BANK AG NEW YORK BRANCH		
Street Address:	60 WALL STREET		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Banking Corporation: GERMANY		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5434575	STAY HERE, GO FURTHER	
Registration Number:	5347712	SIT. STAY. SLEEP.	
Registration Number:	5542184	ESA	
Registration Number:	5542183	ESA 2.0	
Registration Number:	4878799	LEGACY SUITES	
Registration Number:	5118554	LEGACY SUITES	
Registration Number:	5758664	EXTENDED STAY AMERICA WORKS	
Registration Number:	5758663	WORKS	
Serial Number:	87590426	IDEAL	
Serial Number:	87590458	EXTENDED STAY AMERICA IDEAL	
Serial Number:	87590434	IDEAL EXTENDED STAY AMERICA	
Registration Number:	5704724	WORKS	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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>			
Phone:	212-735-2811		
Email:	mribando@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		

CH \$315.00 5434575

TRADEMARK

Address Line 1: Four Times Square
Address Line 2: Monique L. Ribando
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 031330/1349

NAME OF SUBMITTER: Oren Epstein

SIGNATURE: /OE/

DATE SIGNED: 09/19/2019

Total Attachments: 8

source=Stay - ESA - Trademark Security Agreement (Executed 9_18_2019)#page1.tif
source=Stay - ESA - Trademark Security Agreement (Executed 9_18_2019)#page2.tif
source=Stay - ESA - Trademark Security Agreement (Executed 9_18_2019)#page3.tif
source=Stay - ESA - Trademark Security Agreement (Executed 9_18_2019)#page4.tif
source=Stay - ESA - Trademark Security Agreement (Executed 9_18_2019)#page5.tif
source=Stay - ESA - Trademark Security Agreement (Executed 9_18_2019)#page6.tif
source=Stay - ESA - Trademark Security Agreement (Executed 9_18_2019)#page7.tif
source=Stay - ESA - Trademark Security Agreement (Executed 9_18_2019)#page8.tif

Trademark Security Agreement

Trademark Security Agreement, dated as of September 18, 2019, by ESH STRATEGIES BRANDING LLC (the “Pledgor”), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Security Agreement, dated as of August 30, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acclaimed, the Pledgor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement. For the purposes of this Trademark Security Agreement, the term “Trademark” shall mean, collectively, with respect to the Pledgor, all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locators (URL’s), domain names, corporate names, trade names and other similar source identifiers, whether registered or unregistered, owned by or assigned to the Pledgor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), together with any and all (i) rights and privileges arising under applicable law with respect to the Pledgor’s use of any of the foregoing, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof.

Section 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all of the Secured Obligations, the Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest of the Pledgor in, to and under all the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, the “Trademark Collateral”):

- (a) all Trademarks, including the Trademarks listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Property).

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Administrative Agent shall, upon the request and at the sole cost and expense of the Pledgor, execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

Section 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

ESH STRATEGIES BRANDING LLC

By: 

Name: Brian T. Nicholson

Title: Vice President and Treasurer

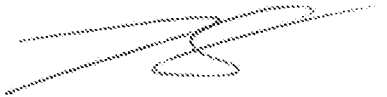
[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 006749 FRAME: 0090

ACCEPTED AND AGREED:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Administrative Agent



By: _____

Name: Michael Strobel
Title: Vice President





By: _____

Name: Yumi Okabe
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

MARK	<u>APPLICATION/REGISTRATION INFORMATION</u>
STAY HERE, GO FURTHER	<p style="text-align: center;">U.S. Reg. No.: 5,434,575 Serial No.: 8,7356,174 Registered: March 27, 2018 Filed: 3/2/2017</p> <p style="text-align: center;"><u>Class 43:</u> Hotel services</p> <p style="text-align: center;"><u>Owner:</u> ESH Strategies Branding LLC</p> <p style="text-align: center;"><u>Next deadline:</u> Sec. 8 & 15 affidavits due: 3/27/2023 – 3/27/2024</p>
SIT. STAY. SLEEP.	<p style="text-align: center;">U.S. Reg. No.: 5,347,712 Serial No.: 87,267,058 Registered: 11/28/2017 Filed: 12/13/2016</p> <p style="text-align: center;"><u>Class 43:</u> Hotel services</p> <p style="text-align: center;"><u>Owner:</u> ESH Strategies Branding LLC</p> <p style="text-align: center;"><u>Next deadline:</u> Sec. 8 & 15 affidavits due: 11/28/2022 – 11/28/2023</p>
ESA	<p style="text-align: center;">U.S. Reg. No.: 5,542,184 Serial No.: 87,475,663 Registered: 8/14/2018 Filed: 6/5/2017</p> <p style="text-align: center;"><u>Class 43:</u> Hotel services</p> <p style="text-align: center;"><u>Owner:</u> ESH Strategies Branding LLC</p> <p style="text-align: center;"><u>Next deadline:</u></p>

MARK	<u>APPLICATION/REGISTRATION INFORMATION</u>
ESA 2.0	<p>Sec. 8 & 15 affidavits due: 8/14/2023 – 8/14/2024</p> <p>U.S. Reg. No.: 5,542,183 Serial No.: 87,475,657 Registered: 8/14/2018 Filed: 6/5/2017</p> <p><u>Class 43:</u> Hotel services</p> <p><u>Owner:</u> ESH Strategies Branding LLC</p> <p><u>Next deadline:</u> Sec. 8 & 15 affidavits due: 8/14/2023 – 8/14/2024</p>
LEGACY SUITES	<p>U.S. Reg. No.: 4,878,799 Serial No.: 8,6977,554 Registered: 12/29/2015 Filed: 1/10/2014</p> <p><u>Classes: 43 and 36</u> Hotel services; Short term furnished apartment rental services</p> <p><u>Owner:</u> ESH Strategies Branding LLC</p> <p><u>Next deadline:</u> Sec. 8 & 15 affidavits due: 12/29/2020 – 12/29/2021</p>
LEGACY SUITES and Design 	<p>U.S. Reg. No.: 5,118,554 Serial No.: 87,043,495 Registered: 1/10/2017 Filed: 5/19/2016</p> <p><u>Class 43 and 36:</u> Hotel services; Short term furnished apartment rental services</p> <p><u>Owner:</u> ESH Strategies Branding LLC</p> <p><u>Next deadline:</u> Sec. 8 & 15 affidavits due: 1/10/2022 – 1/10/2023</p>
EXTENDED STAY AMERICA	U.S. Reg. No.: 5,758,664

MARK	<u>APPLICATION/REGISTRATION INFORMATION</u>
WORKS	<p>Serial No.: 87,762,027 Registered: May 21, 2019 Filed: 1/19/2018</p> <p><u>Class: 43</u> Hotel services</p> <p><u>Owner:</u> ESH Strategies Branding LLC</p> <p><u>Next deadline:</u> Sec. 8 & 15 affidavits due: 5/21/2025 – 5/21/2029</p>
<p>WORKS and Design</p> 	<p>U.S. Reg. No.: 5,758,663 Serial No.: 87,762,025 Registered: 5/21/2019 Filed: 1/19/2018</p> <p><u>Class: 43</u> Hotel services</p> <p><u>Owner:</u> ESH Strategies Branding LLC</p> <p><u>Next deadline:</u> Sec. 8 & 15 affidavits due: 5/21/2025 – 5/21/2029</p>
IDEAL	<p>U.S. Reg. No.: --- Serial No.: 87,590,426 Registered: Filed: 8/30/2017</p> <p><u>Class: 43</u> Hotel services</p> <p><u>Owner:</u> ESH Strategies Branding LLC</p> <p><u>Next deadline:</u> PENDING APPLICATION NO DEADLINE AT THIS TIME</p>
EXTENDED STAY AMERICA IDEAL	<p>U.S. Reg. No.: --- Serial No.: 87,590,458 Registered: --- Filed: 8/30/17</p>

MARK	<u>APPLICATION/REGISTRATION INFORMATION</u>
	<p style="text-align: center;"><u>Class: 43</u> Hotel services</p> <p style="text-align: center;"><u>Owner:</u> ESH Strategies Branding LLC</p> <p style="text-align: center;"><u>Next deadline:</u> PENDING APPLICATION NO DEADLINE AT THIS TIME</p>
<p style="text-align: center;">IDEAL EXTENDED STAY AMERICA</p>	<p style="text-align: center;">U.S. Reg. No.: --- Serial No.: 87,590,434 Registered: --- Filed: 8/30/2017</p> <p style="text-align: center;"><u>Class: 43</u> Hotel services</p> <p style="text-align: center;"><u>Owner:</u> ESH Strategies Branding LLC</p> <p style="text-align: center;"><u>Next deadline:</u> PENDING APPLICATION NO DEADLINE AT THIS TIME</p>
<p style="text-align: center;">WORKS</p>	<p style="text-align: center;">U.S. Reg. No.: 5,704,724 Serial No.: 87,762,020 Registered: March 19, 2019 Filed: 1/18/2019</p> <p style="text-align: center;"><u>Class: 43</u> Hotel services</p> <p style="text-align: center;"><u>Owner:</u> ESH Strategies Branding LLC</p> <p style="text-align: center;"><u>Next deadline:</u> Sec. 8 & 15 affidavits due: 12/29/2024 – March 19, 2025</p>