

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546710

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Interstate Hotels & Resorts, Inc.		10/25/2019	Corporation: DELAWARE
Interstate Hotels, LLC		10/25/2019	Limited Liability Company: DELAWARE
Interstate Operating Company, LP		10/25/2019	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2407010	BIGG BLUE MARTINI
Registration Number:	2407018	BIGG BLUE MARTINI
Registration Number:	2008314	CROSSROADS
Registration Number:	1338517	DORAL
Registration Number:	1609083	DORAL
Registration Number:	4229261	I
Registration Number:	4330334	I INTERSTATE HOTELS & RESORTS
Registration Number:	3359075	OUR EXPERIENCE YOUR SUCCESS
Registration Number:	4284072	PLATE & VINE
Registration Number:	1561603	REGATTA
Registration Number:	4697260	BIG CITY BURGER COMPANY
Registration Number:	4525496	WHET YOUR APPETITE WITH THE 5 MOOD GROUP
Registration Number:	5767344	I INTERSTATE HOTELS RESORTS
Registration Number:	5767343	I INTERSTATE HOTELS RESORTS
Registration Number:	5552280	INTRIGUE

CH \$465.00 2407010

Property Type	Number	Word Mark
Registration Number:	5571744	MARKETBASKET
Registration Number:	5571745	MARKETBASKETPLUS
Serial Number:	88031120	IN

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:	10/25/2019

Total Attachments: 8
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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT is entered into as of October 25, 2019 (this "IP Security Agreement Supplement"), by (i) Interstate Hotels & Resorts, Inc., a Delaware corporation, (ii) Interstate Hotels, LLC, a Delaware limited liability company, and (iii) Interstate Operating Company, LP, a Delaware limited partnership (each, a "Grantor", and together, the "Grantors") in favor of Bain Capital Credit, LP ("Bain"), 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 by that certain Amendment No. 1, dated as of October 25, 2019, and as may be further 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, as Administrative Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Second Lien Credit Agreement, the Grantors and the Administrative Agent have entered into that certain Second Lien Intellectual Property 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 "IP Security Agreement"). Under the terms of the Security Agreement, each Grantor has granted to the Administrative Agent for the benefit of the Secured Parties a security interest in the Additional IP Collateral (as defined below) and has agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this IP Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this IP Security Agreement Supplement 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, collaterally assign, 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 the such Grantor and regardless of where located (collectively, the "Additional IP Collateral"):

- A. 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;
- B. the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule II hereto; and
- C. 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 Additional IP Collateral are more fully set forth in the Security Agreement,

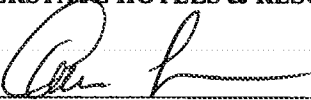
the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

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 IP Security Agreement Supplement as of the day and year first above written.

INTERSTATE HOTELS & RESORTS, INC.

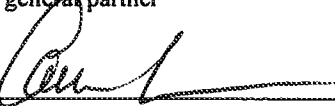
By: 
Name: Carrie McIntyre
Title: Chief Financial Officer

INTERSTATE HOTELS, LLC

By: 
Name: Carrie McIntyre
Title: Chief Financial Officer

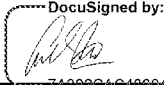
INTERSTATE OPERATING COMPANY, LP

By: Interstate Hotels & Resorts, Inc.,
as its general partner

By: 
Name: Carrie McIntyre
Title: Chief Financial Officer

Accepted and Agreed:

BAIN CAPITAL CREDIT, LP,
as Administrative Agent






By:  _____
Name: Andrew S. Viens
Title: Managing Director

[Signature Page to IP Security Agreement Supplement (2L)]

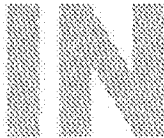
TRADEMARK
REEL: 006779 FRAME: 0989

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Interstate Hotels & Resorts, Inc.	2,407,010	Bigg Blue Martini
Interstate Hotels & Resorts, Inc.	2,407,018	Bigg Blue Martini and Design 
Interstate Hotels, LLC	2,008,314	Crossroads
Interstate Operating Company, LP	1,338,517	Doral
Interstate Operating Company, LP	1,609,083	Doral
Interstate Hotels & Resorts, Inc.	4,229,261	I and Design 
Interstate Hotels & Resorts, Inc.	4,330,334	I INTERSTATE HOTELS & RESORTS and Design  INTERSTATE
Interstate Hotels & Resorts, Inc.	3,359,075	Our Experience Your Success
Interstate Operating Company, L.P.	4,284,072	Plate & Vine
Interstate Hotels, LLC	1,561,603	Regatta
Interstate Operating Company, L.P.	4,697,260	BIG CITY BURGER COMPANY
Interstate Hotels & Resorts, Inc.	4,525,496	WHET YOUR APPETITE WITH THE 5 MOOD GROUPS
Interstate Hotels & Resorts, Inc.	5,767,344	I INTERSTATE HOTELS IRESORTS and Design  INTERSTATE
Interstate Hotels & Resorts, Inc.	5,767,343	INTERSTATE HOTELS RESORTS and Design  INTERSTATE
Interstate Hotels & Resorts, Inc.	5,552,280	INTRIGUE
Interstate Hotels & Resorts, Inc.	5,571,744	MarketBasket
Interstate Hotels & Resorts, Inc.	5,571,745	MarketBasket PLUS

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK
Interstate Hotels & Resorts, Inc.	88/031,120	

SCHEDULE II

COPYRIGHTS

REGISTERED OWNER	REGISTRATION NUMBER	TITLE
Interstate Hotels & Resorts, Inc.	TX 3-666-619.	Acquisition manual.
Interstate Hotels & Resorts, Inc.	TX 3-659-315.	Associate handbook.
Interstate Hotels & Resorts, Inc.	TX 3-700-576.	Business writing participant's workbook.
Interstate Hotels & Resorts, Inc.	TX 3-789-399.	Coaching and counseling: leader's guide.
Interstate Hotels & Resorts, Inc.	TX 3-788-998.	Coaching and counseling.
Interstate Hotels & Resorts, Inc.	TX 3-683-022.	Communication concepts: leader's guide.
Interstate Hotels & Resorts, Inc.	TX 3-763-640.	Communication concepts: participant workbook.
Interstate Hotels & Resorts, Inc.	TX 3-700-721.	Communication dynamics: sending, receiving, interpretation, feedback, results.
Interstate Hotels & Resorts, Inc.	TX 3-752-260.	Fair employment practice: leader's guide.
Interstate Hotels & Resorts, Inc.	TX 3-590-354.	Fair employment practice: participant workbook.
Interstate Hotels & Resorts, Inc.	TX 3-789-003.	Fair treatment policy.
Interstate Hotels & Resorts, Inc.	TX 3-749-535.	Four-step method.
Interstate Hotels & Resorts, Inc.	TX 3-613-175.	Harassment in the workplace.
Interstate Hotels & Resorts, Inc.	TX 3-789-395.	How to maintain non-union status: leader's guide.
Interstate Hotels & Resorts, Inc.	TX 3-788-999.	How to maintain non-union status.
Interstate Hotels & Resorts, Inc.	TX 3-157-977.	IHC individual career plan.
Interstate Hotels & Resorts, Inc.	TXu 820-373.	Interstate Hotels Corporation: engineering policies and procedures manual.
Interstate Hotels & Resorts, Inc.	TX 3-679-332.	Interstate pride quality hospitality leader's guide.
Interstate Hotels & Resorts, Inc.	TX 3-776-918.	Interstate pride quality hospitality: participant workbook.
Interstate Hotels & Resorts, Inc.	TX 3-789-006.	Management performance appraisal.
Interstate Hotels & Resorts, Inc.	TX 3-706-389.	Non-harassment policy.
Interstate Hotels & Resorts, Inc.	TX 3-789-398.	Performance appraisal: leader's guide.
Interstate Hotels & Resorts, Inc.	TX 3-789-004.	Performance appraisal: workbook.
Interstate Hotels & Resorts, Inc.	TX 3-749-533.	Pride: interstate pride.

Interstate Hotels & Resorts, Inc.	TX 3-708-414.	Prioritizing daily action list.
Interstate Hotels & Resorts, Inc.	TX 3-752-980.	Progressive discipline: disciplinary guidelines.
Interstate Hotels & Resorts, Inc.	TX 3-789-005.	Solicitation and distribution policy = politica sobre sollicitacion y distribucion = charte de sollicitation et de distribution.
Interstate Hotels & Resorts, Inc.	TX 3-749-534.	Steps of coaching discussion.
Interstate Hotels & Resorts, Inc.	TX 3-679-333.	Time management leader's guide.
Interstate Hotels & Resorts, Inc.	TX 3-700-577.	Time management participant's workbook.
Interstate Hotels & Resorts, Inc.	TX 3-789-397.	Train the trainer: leader's guide.
Interstate Hotels & Resorts, Inc.	TX 3-789-007.	Train the trainer.
Interstate Hotels & Resorts, Inc.	TX 1571-015	Interstate Hotel Management Systems, LLC finance standards, policies and procedures
Interstate Hotels & Resorts, Inc.	TXu 1-607-228	Finance standards, policies and procedures
Interstate Hotels & Resorts, Inc.	TXu 1-607-242	Food & beverage controls standards, policies and procedures
Interstate Hotels & Resorts, Inc.	TXu 1-607-218	Audit standards, policies and procedures
Interstate Hotels & Resorts, Inc.	TXu 1-607-216	Budgeting & forecasting controls standards, policies and procedures
Interstate Hotels & Resorts, Inc.	TXu 1-607-245	Revenue management standards, policies and procedures
Interstate Hotels & Resorts, Inc.	TXu 1-607-241	Purchasing & inventory controls standards, policies and procedures
Interstate Hotels & Resorts, Inc.	TXu 1-607-244	Sales & marketing standards, policies and procedures
Interstate Hotels & Resorts, Inc.	TXu 1-607-246	Catering standards policies and procedures