

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Select Inns Franchising, Inc.		12/05/2008	CORPORATION: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AdVantis Hospitality Alliance, LLC		
<b>Street Address:</b>	615 North Highland Avenue		
<b>Internal Address:</b>	Suite 2A		
<b>City:</b>	Murfreesboro		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37130		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: TENNESSEE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1627782	SELECT INN	
Registration Number:	1627784	SELECT INN	
Registration Number:	1243939	"ALWAYS A FRIEND ALWAYS A SMILE"	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(423)785-8480		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	4237566600		
<b>Email:</b>	bmiddleton@millermartin.com		
<b>Correspondent Name:</b>	Stephen J. Stark		
<b>Address Line 1:</b>	832 Georgia Avenue		
<b>Address Line 2:</b>	Suite 1000 Volunteer Building		
<b>Address Line 4:</b>	Chattanooga, TENNESSEE 37402-2289		
<b>ATTORNEY DOCKET NUMBER:</b>	15865-0001		
<b>NAME OF SUBMITTER:</b>	Stephen J. Stark		

CH \$90.00 1627782

Signature:	/907146/
Date:	06/04/2010
Total Attachments: 2 source=Assignment#page1.tif source=Assignment#page2.tif	

## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS ("*Assignment*") is entered into on this 1<sup>st</sup> day of January, 2009 between **Select Inns Franchising, Inc.**, a Minnesota corporation ("*Assignor*") and **AdVantis Hospitality Alliance, LLC**, a Tennessee limited liability company ("*Assignee*").

### RECITALS

**WHEREAS**, pursuant to an Asset Purchase Agreement dated August 29, 2003, Assignor sold and transferred to **Select Franchising, Inc.**, a North Dakota corporation ("*Select Franchising*"), its successors and assigns, pursuant to the terms of that Asset Purchase Agreement between Assignor and Select Franchising, Inc., dated August 29, 2003, all of Assignor's right, title and interest (both legal and equitable) in and to the Trademarks (as defined below);

**WHEREAS**, as of the date of this Assignment, Assignor has not executed the necessary documents to effect a proper assignment of the Trademarks to Select Franchising, but is under an obligation to do so pursuant to the August 29, 2003 Asset Purchase Agreement between Assignor and Select Franchising;

**WHEREAS**, Select Franchising has entered into an Asset Purchase Agreement with **AdVantis Hospitality Alliance, LLC**, a Tennessee limited liability company ("*Assignee*"), dated December 22, 2008, whereby Select Franchising, Inc. sells, assigns and transfers to Assignee, its successors and assigns, pursuant to the December 22, 2008 Asset Purchase Agreement, all of Select Franchising's right, title and interest (both legal and equitable) in and to the Trademarks (as defined below).

**THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION**, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and transfers to Assignee, its successors and assigns, all of Assignor's right, title and interest (both legal and equitable) in and to:

The trade names, trademarks, service names, service marks, copyrights and registrations thereof of every kind and nature associated with the marks below (collectively, the "*Trademarks*"), including without limitation, all common law rights including rights of priority and renewal (as may now or hereafter be granted by law, treaty or other international convention) and all rights, interests, claims and demands recoverable in law or in equity that it has or may have in profits and damages for past, present and future infringements and misappropriations thereof, including but not limited to compromise, sue for, and collect profits and damages.

<u>Mark</u>	<u>Registration Number</u>	<u>Date of Registration</u>
Select Inn	1627782	December 11, 1992
Select Inn	1627784	December 11, 1992

Always a Friend,  
Always a Smile

1243939

June 28, 1983

Assignor agrees to execute and deliver at the request of Assignee all papers, instruments and assignments, and to perform any other reasonable acts Assignee may request in order to vest all of Assignor's right, title and interest in and to the Trademarks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

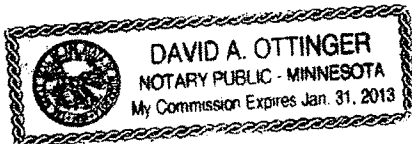
**SELECT INNS FRANCHISING, INC., a  
Minnesota Corporation**

By: *Scott B. Timmington*  
Name: SCOTT B. TIMMINGTON  
Title: SECRETARY / TREASURER

STATE OF MN )  
 ) ss.  
COUNTY OF Hennepin )

On this 5<sup>th</sup> day of December, 2008, before me, the undersigned, a Notary Public in and for the State of MN, duly commissioned and sworn, personally appeared Scott Timmington to me known to be the person who signed as Secretary/Treasurer of Select Inns Franchising, Inc., a Minnesota corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said for the uses and purposes therein mentioned. and on oath stated that he was duly elected, qualified and acting as said officer of the corporation and that he was authorized to execute said instrument.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



*David A. Ottinger*  
(Signature of Notary)