

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRG Perfect Host, LLC		07/02/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CAPITAL ONE, N.A.		
Street Address:	1001 Avenue of the Americas		
Internal Address:	2nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3281779	PERFECT HOST	
CORRESPONDENCE DATA			
Fax Number:	(212)545-3309		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212.592.1576		
Email:	rbroder@herrick.com		
Correspondent Name:	Robert S. Broder		
Address Line 1:	2 Park Avenue		
Address Line 2:	Herrick, Feinstein LLP		
Address Line 4:	New York, NEW YORK 10016-9301		
ATTORNEY DOCKET NUMBER:	10159-004		
NAME OF SUBMITTER:	Robert S. Broder		
Signature:	/RSB/		

CH \$40.00 3281779

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TRADEMARK
 REEL: 004237 FRAME: 0503

Date:

07/06/2010

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 2, 2010, made by BRG PERFECT HOST, LLC, a Delaware limited liability company (the "Pledgor"), in favor of CAPITAL ONE, N.A. (the "Secured Party").

WITNESSETH:

WHEREAS, the Pledgor, B.R. Guest Holdings, LLC, a Delaware limited liability company ("BR Holdings"), B.R. Guest, LLC, a Delaware limited liability company ("BR Guest LLC"), and certain of their respective Subsidiaries (as defined in the Loan Agreement referred to below) (collectively, the "Borrowers"), have entered into an Amended and Restated Loan Agreement, dated as of the date hereof (as it may be amended or modified from time to time, the "Loan Agreement");

WHEREAS, the Pledgor is a party to that certain Amended and Restated Security Agreement dated as of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") made by the Borrowers in favor of the Secured Party;

WHEREAS, pursuant to the Loan Agreement, the Secured Party has required that the Pledgor enter into this Agreement, and the Pledgor has agreed to enter into this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, and to induce the Secured Party to enter into the Loan Agreement, the Pledgor and the Secured Party hereby agree as follows:

SECTION 1. Defined Terms.

(a) Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

(b) As used in this Agreement, the following terms have the following meanings:

"Agreement" shall mean this Trademark Security Agreement, as the same may from time to time be amended, amended and restated, supplemented or otherwise modified.

"Goodwill" shall mean, collectively, the goodwill connected with the Pledgor's business including all goodwill connected with (i) the use of and symbolized by any Trademark or any Intellectual Property License with respect to any Trademark in which the Pledgor has any interest, (ii) all know-how, trade secrets, customer and supplier lists, proprietary information, inventions, methods, procedures, formulae, descriptions, compositions, technical data, drawings, specifications, name plates, catalogs, confidential information and the right to limit the use or disclosure thereof by any person, pricing and cost information, business and marketing plans and proposals, consulting agreements, engineering contracts and such other assets which relate to such goodwill and (iii) all product lines of the Pledgor's business.

“Intellectual Property Licenses” shall mean, collectively, all license and distribution agreements with, and covenants not to sue, any other party with respect to any Trademark or any other trademark, whether the Pledgor is a licensor or licensee, distributor or distributee under any such license or distribution agreement, together with any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements or violations thereof, (iii) rights to sue for past, present and future infringements or violations thereof and (iv) other rights to use, exploit or practice any or all of the Trademarks or any other trademark.

“Loan Agreement” shall have the meaning set forth in the recitals hereto.

“Secured Party” shall have the meaning set forth in introductory paragraph hereto.

“Security Agreement” shall have the meaning set forth in the recitals hereto.

“Trademarks” shall mean, with respect to any Person, all of such Person’s right, title, and interest in and to the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the due and punctual payment and performance of any and all of the present and future Secured Obligations, the Pledgor hereby pledges and grants to the Secured Party a lien on and security interest in and to all of the Pledgor’s right, title and interest in, to and under all the following property, in each case wherever located and whether now owned or existing or hereafter owned, arising or acquired from time to time (collectively, the “Pledged Trademark Collateral”):

- (a) all Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Pledged Trademark Collateral 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Secured Party shall otherwise determine.

SECTION 4. Termination. Upon payment in full of the Secured Obligations and termination of the Security Agreement, the Secured Party shall 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 Pledged Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed by the parties hereto individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA

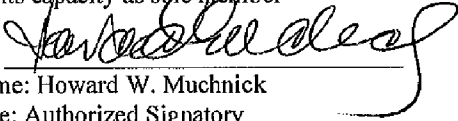
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

PLEDGOR:

BRG PERFECT HOST, LLC


By: B.R. GUEST HOLDINGS, LLC
in its capacity as sole member

By: 
Name: Howard W. Muchnick
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement (BRG Perfect Host)]

SECURED PARTY:

CAPITAL ONE, N.A.

By:  _____

Name: Gene Horn

Title: Vice President

[Signature Page to Trademark Security Agreement (BRG Perfect Host)]

SCHEDULE I

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

TRADEMARKS

Name of Debtor	Trademark	Registration Date	Registration Number
BRG Perfect Host, LLC	Perfect Host	31 October 2006	3,281,779
BRG Perfect Host, LLC	Perfect Host	25 October 2006	71-429-291

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.