

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Assignment of Intellectual Property Security Agreements

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch		05/01/2013	Bank:

<b>RECEIVING PARTY DATA</b>	
Name:	Domus BWW Funding, LLC
Street Address:	c/o Versa Capital Management LLC
Internal Address:	Circa Centre, 2929 Arch Street
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19104-7924
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

<b>PROPERTY NUMBERS Total: 6</b>		
Property Type	Number	Word Mark
Registration Number:	2211753	BRIDGESTREET
Registration Number:	3181804	FURNISHED APARTMENTS MADE EASY
Registration Number:	4094460	FEEL CONNECTED
Registration Number:	4109769	SERVICED APARTMENTS MADE EASY
Registration Number:	3974455	BRIDGESTREET
Serial Number:	85163313	CAN YOU FEEL IT

<b>CORRESPONDENCE DATA</b>	
Fax Number:	6508134848
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	6508134800
Email:	patents@dechert.com
Correspondent Name:	Dechert LLP
Address Line 1:	2440 W. El Camino Real

CH \$165.00 2211753

Address Line 2: Suite 700  
Address Line 4: Mountain View, CALIFORNIA 94040

ATTORNEY DOCKET NUMBER:	380828-124027
NAME OF SUBMITTER:	Alon Goldberger
Signature:	/Alon Goldberger/
Date:	05/10/2013

Total Attachments: 6  
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**NOTICE OF ASSIGNMENT OF  
INTELLECTUAL PROPERTY SECURITY AGREEMENTS (SECOND LIEN)**

Reference is made to (i) that certain Amended and Restated Credit Agreement, dated as of January 21, 2011 (as amended by that certain Amendment No. 1 thereto dated as of April 8, 2011, that certain Forbearance Agreement and Amendment No. 2 thereto dated as of July 6, 2011, that certain Amendment No. 3 thereto dated as of September 29, 2011, that certain Amendment No. 4, Consent and Waiver Agreement thereto dated as of June 29, 2012, and that certain Amendment No. 5, dated as of July 31, 2012, and as further amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), by and among BridgeStreet Worldwide, Inc. (f/k/a Amkadian Holdings, Inc.)(the "Borrower"), the lenders party thereto, and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (formerly known as Credit Suisse, Cayman Islands Branch) ("CS"), in its capacity as agent and collateral agent for the secured parties (in such capacities, collectively, the "Agent"); (ii) that certain Pledge and Security Agreement (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Security Agreement"), dated January 26, 2007, by and among the Borrower, the subsidiary guarantors from time to time party thereto, and CS, as Agent; (iii) the Intellectual Property Security Agreement (Second Lien), dated as of January 26, 2007, entered into by BridgeStreet Corporate Housing Worldwide, Inc. (the "2007 Grantor") in favor of CS, as Agent (the "2007 IP Security Agreement"), and (iv) the Intellectual Property Security Agreement (Second Lien), dated as of January 21, 2011, entered into by BridgeStreet TM, LLC (as successor to BridgeStreet Corporate Housing Worldwide, Inc.) (the "2011 Grantor" and together with the 2007 Grantor, the "Grantors") in favor of CS, as Agent (the "2011 IP Security Agreement" and, together with the 2007 IP Security Agreement, the "Intellectual Property Security Agreements").

WHEREAS, pursuant to the Security Agreement and the 2007 IP Security Agreement, which 2007 IP Security Agreement was recorded with the U.S. Patent and Trademark Office on February 5, 2007 at Reel 3480, Frame 0618, the 2007 Grantor pledged and granted to the Agent, for its benefit and the benefit of the second lien secured parties, a continuing security interest in and lien on all of the right, title and interest of the 2007 Grantor in, to and under the all Intellectual Property Collateral (as defined in the 2007 IP Security Agreement), including the trademark and service mark registrations listed on Schedule A hereto (the "2007 IP Collateral");

WHEREAS, effective as of October 13, 2010, the 2007 Grantor assigned all of its right, title and interest in and to the 2007 IP Collateral to the 2011 Grantor (as defined below);

WHEREAS, pursuant to the Security Agreement and the 2011 IP Security Agreement, which 2011 IP Security Agreement was recorded with the U.S. Patent and Trademark Office on January 24, 2011 at Reel 4462, Frame 0104, the 2011 Grantor pledged and granted to the Agent, for its benefit and the benefit of the second lien secured parties, a continuing security interest in and lien on all of the right, title and interest of the 2011 Grantor in, to and under the all Intellectual Property Collateral (as defined in the 2011 IP Security Agreement), including the trademark and service mark registrations and applications listed on Schedule B hereto (the "2011 IP Collateral" and, together with the 2007 IP Collateral, the "IP Collateral");

WHEREAS, CS and DOMUS BWV FUNDING, LLC (“Assignee”) are parties to that certain Successor Agent Agreement, dated as of May 1, 2013 (the “Successor Agent Agreement”), which governs the resignation of CS, as Agent, and the appointment of Assignee, as successor Agent, and pursuant to which CS delivered notice of its resignation as Agent and Collateral Agent to the lenders and the Borrower pursuant to and in accordance with Section 9.5 of the Credit Agreement, and in connection therewith, the lenders appointed Assignee as successor Agent and Collateral Agent under the Loan Documents (as defined in the Credit Agreement); and

WHEREAS, CS and Assignee have agreed to execute this Notice to evidence the transfer and assignment of CS’s interest in the Intellectual Property Agreements for recordation with the U.S. Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of CS and Assignee hereby agree as follows:

The effective date of this Notice shall be May \_\_, 2013 (the “Effective Date”).

Pursuant to the Successor Agent Agreement, as of the Effective Date, CS assigned to Assignee the Intellectual Property Security Agreements and all liens on the IP Collateral held by CS to secure the Obligations (as defined in the Credit Agreement), and assigned, transferred and delivered to Assignee all right, title and interest of CS in and to the IP Collateral and all rights and powers of CS with respect to the IP Collateral under the Loan Documents (as defined in the Credit Agreement).

Pursuant to the Successor Agent Agreement, from and after the Effective Date, CS has been discharged from all duties and obligations under Intellectual Property Security Agreements and the other Loan Documents, except as otherwise expressly provided in the Successor Agent Agreement.

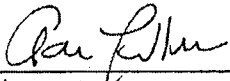
This Notice is to provide notice of the assignment and other matters effected pursuant to the Successor Agent Agreement, and each of the undersigned hereby acknowledges and agrees that the terms and provisions of such matters are set forth in the Successor Agent Agreement.

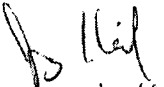
This Notice may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement.

*[Signature page follows]*

IN WITNESS WHEREOF, each of the undersigned has caused this Assignment and Assumption to be executed by its duly authorized officer as of the date first written above.

**CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH**

By:   
Name: Andre Frohweimer  
Title: Authorized Signatory

  
Joseph Huetten  
Authorized Signatory

**DOMUS BWV FUNDING, LLC**

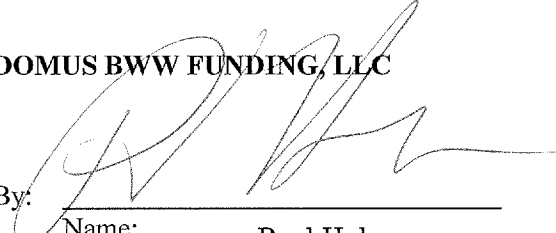
By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, each of the undersigned has caused this Assignment and Assumption to be executed by its duly authorized officer as of the date first written above.

**CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH**

By: \_\_\_\_\_  
Name:  
Title:

**DOMUS BWW FUNDING, LLC**

By:  \_\_\_\_\_  
Name: Paul Halpern  
Title: Authorized Person

**SCHEDULE A**

**(REEL 3480, FRAME 0618)**

**TRADEMARK REGISTRATIONS**

<b>MARK</b>	<b>REGISTRATION NUMBER</b>
BRIDGESTREET	2,211,753
FURNISHED APARTMENTS MADE EASY	3,181,804

**SCHEDULE B**

**(REEL 4462, FRAME 0104)**

**TRADEMARK REGISTRATIONS**

<b>MARK</b>	<b>REGISTRATION NUMBER</b>
BRIDGESTREET	2,211,753
FURNISHED APARTMENTS MADE EASY	3,181,804
FEEL CONNECTED	4,094,460
SERVICED APARTMENTS MADE EASY	4,109,769
BRIDGESTREET	3,974,455

**TRADEMARK APPLICATIONS**

<b>MARK</b>	<b>SERIAL NUMBER</b>
CAN YOU FEEL IT	85/163,313

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