

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340080

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment in Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NXT CAPITAL, LLC		04/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Ally Bank		
Street Address:	1185 Avenue of the Americas, 2nd Fl.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	State Bank: UTAH		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4474911	CHANNEL POINT HOSPITALITY	
Registration Number:	4474910	AIMBRIDGE HOSPITALITY	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	marina.kelly@thomsonreuters.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	James Murray		
SIGNATURE:	/Marina Kelly, Thomson Reuters/		
DATE SIGNED:	05/01/2015		
Total Attachments: 5			
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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

This ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS (this "**Agreement**") is made as of this 30th day of April, 2015 between NXT CAPITAL, LLC, in its capacity as agent for itself and certain lenders (hereinafter referred to as the "**Assignor**") and ALLY BANK, as agent for itself and certain lenders (hereinafter referred to as the "**Assignee**").

WITNESSETH

WHEREAS, that certain Trademark Security Agreement (as amended from time to time, "**Security Agreement**") dated as of October 8, 2013, was entered into by and among Aimbridge Hospitality, LLC, a Delaware limited liability company (the "**Grantor**"), and Assignor, and was recorded in the records of the United States Patent and Trademark Office at Trademark Reel 5127, Frame 711;

WHEREAS, pursuant to the Security Agreement, Grantor granted Assignor a security interest in certain of Grantor's assets, including, without limitation, the trademarks and trademark applications set forth on Schedule I attached hereto;

WHEREAS, Assignor desires to assign, and Assignee desires to take by assignment, all of Assignor's rights and obligations in, to and under the Security Agreement;

WHEREAS, Assignor and Assignee entered into that certain Agreement Regarding Agency Resignation, Appointment and Acceptance ("**Assignment Agreement**") dated as of the date hereof, with respect to Assignor's assignment to Assignee of, among other things as expressly set forth therein, Assignor's rights under the Security Agreement;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns to Assignee, and Assignee hereby assumes and undertakes from Assignor, without recourse and without representation or warranty, except as otherwise expressly provided in the Assignment Agreement, Assignor's entire right, title and interest in, to and under the Security Agreement.
2. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.
3. This Agreement shall be governed by and construed in accordance with the laws of the state of New York.

This Assignment of Security Interest in Trademarks is made this 30th day of April, 2015.

NXT CAPITAL, LLC, as Assignor

By 
Name: Erik Van Vuren
Title: Director

ALLY BANK, as Assignee

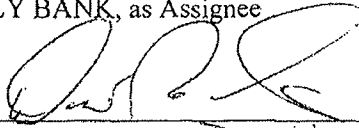
By _____
Name:
Title:

This Assignment of Security Interest in Trademarks is made this 30th day of April, 2015.

NXT CAPITAL, LLC, as Assignor

By _____
Name: _____
Title: _____

ALLY BANK, as Assignee

By  _____
Name: *Dennis Baetis*
Title: *Sr. Managing Director*
Ally Corporate Finance

SCHEDULE I

U.S. Trademarks

MARK	SERIAL NUMBER	REGIS. NUMBER	REGIS. DATE
CHANNEL POINT HOSPITALITY	85963279	4474911	01/28/2014
AIMBRIDGE HOSPITALITY	85963270	4474910	01/28/2014