

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347653

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HOME-TOWNE SUITES - USA, INC.		10/18/2013	CORPORATION: KENTUCKY
RECEIVING PARTY DATA			
Name:	HTS Investments LLC		
Street Address:	6363 North State Highway 161, Suite 575		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75038		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2356029	HOME-TOWNE SUITES	
Registration Number:	3798161	HOME-TOWNE STUDIOS	
CORRESPONDENCE DATA			
Fax Number:	7132387161		
<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:	annesullivan@andrewskurth.com		
Correspondent Name:	Andrews Kurth LLP		
Address Line 1:	600 Travis, Suite 4200		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	202341		
NAME OF SUBMITTER:	Anne Sullivan		
SIGNATURE:	/annesullivan/		
DATE SIGNED:	07/10/2015		
Total Attachments: 5			
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ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY (the "Assignment") dated as of October 18, 2013 (the "Effective Date") is entered into by and between HOME-TOWNE SUITES – USA, INC., a Kentucky corporation ("Assignor"), and HTS Investments LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor, Westmont USA Development, Inc., a Delaware corporation ("Westmont"), and other signatories have entered into a Purchase Agreement dated as of July 3, 2013 for the purchase and sale of the Hotels (as defined therein) and other property (as amended from time to time the "Purchase Agreement") and Westmont assigned its the rights and obligations under the Purchase Agreement to Assignee; and

WHEREAS, pursuant to Section 1(a) of the Purchase Agreement, Assignor has agreed to assign and transfer to Assignee all of Assignor's rights, title and interest in and to the intellectual property used in the operation and management of the Home-Towne Suites Hotels (the "Brand") including the registered trademarks and other assets listed on Exhibit "A" attached hereto and the trade names, service marks, employee handbooks, trade dress, branding elements, logos, Internet domain names, websites together with codebase and hosting accounts, all existing email data (which does not include email history) associated with the Hotels and the Brand, user IDs, passwords, any existing documentation for all onsite equipment including PBX and voicemail, personal computer local administration accounts and passwords, routers, firewalls, network switches, PMS administrative passwords, software licensing, circuit inventories including voice and data, phone numbers, copyrights, management practices, training materials, procedures, and formats of the Assignor (collectively the "Intellectual Property").

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

1. **Definitions.** Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

2. **Assignment of Intellectual Property.** Effective as of the Effective Date, Assignor hereby sells, transfers, assigns and delivers to Assignee and its successors and assigns, all of Assignor's right, title and interest in and to the Intellectual Property, free and clear of all liens, including the right of Assignee to file and register the registered trademarks set forth on Exhibit "A" (the "Trademarks") in Assignee's name with any governmental authority; rights to record the transfers made under this Assignment in the United States Patent and Trademark Office and in any other public offices of any governmental authorities throughout the world; rights to sue for, collect and retain damages predicated on present or future infringements of the Trademarks and any other Intellectual Property, as well as all other claims and rights to damages associated with the Trademarks and any other Intellectual Property, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; and all goodwill associated with the Trademarks and any other Intellectual Property.

3. **Assumption.** Assignee hereby accepts the foregoing assignment and agrees to perform all of the terms and conditions and to assume all of the liabilities and obligations of Assignor in and to the Intellectual Property, that first arise or accrue on and after the Effective Date, and for the performance of all other terms, covenants and conditions of Assignor relating to the Intellectual Property.

4. **No Retained Rights.** Assignor's assignment of the Intellectual Property to Assignee under this Assignment constitutes a complete, absolute and exclusive transfer of all rights (legal, equitable, use and otherwise) in the Intellectual Property, whether currently existing or arising or recognized in the future. Assignor does not reserve or retain any right, title or interest in the Intellectual Property.

5. **Further Action.** At any time, or from time to time, after the Effective Date, Assignor shall execute and deliver or cause to be executed and delivered to Assignee such other instruments and take such other action as Assignee may reasonably request to carry out the intent and purpose of the Purchase Agreement and this Assignment, and to more effectively vest title to the Intellectual Property in Assignee.

6. **Purchase Agreement.** This Assignment is entered into pursuant to and is subject to all of the terms and conditions of the Purchase Agreement, and nothing herein shall be deemed to modify any of the terms and conditions of the Purchase Agreement, including, without limitation, the representations, warranties, covenants and obligations of the parties thereunder.

7. **Mutual Indemnification.** Assignee agrees to indemnify, defend, and hold Assignor harmless from and against all disputes, demands, claims, liabilities, damages, actions and causes of action of any kind or nature which relate to or arise out of the Intellectual Property, that first arise or accrue on or after the Effective Date. Assignor agrees to indemnify, defend, and hold Assignee harmless from and against all disputes, demands, claims, liabilities, damages, actions and causes of action of any kind or nature which relate to the Intellectual Property that first arose or accrued prior to the Effective Date.

8. **Interpretation.** In the event of any conflict or inconsistency between the terms, provisions and conditions of this Assignment and the Purchase Agreement, the terms, provisions and conditions of the Purchase Agreement shall govern.

9. **Counterparts.** This Assignment may be executed in counterparts via facsimile, each of which shall be deemed to be an original but all of which together shall constitute a single agreement.

10. **Successors and Assigns.** This Assignment is and shall be binding upon and shall inure to the benefit of the parties hereto and their respective predecessors, successors and assigns.

[Signatures on the Following Page(s)]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Intellectual Property as of the Effective Date.

Assignor:

HOME-TOWNE SUITES - USA, INC.
a Kentucky corporation

By: Michael L. Tetterton

Name: Michael L. Tetterton

Title: President

Assignee:

HTS Investments LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Intellectual Property as of the Effective Date.

Assignor:

HOME-TOWNE SUITES - USA, INC.
a Kentucky corporation

By: _____

Name: _____

Title: _____

Assignee:

HTS Investments LLC,
a Delaware limited liability company

By: Kir L Bowman

Name: Kirwin L. Bowman

Title: Authorized Representative

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EXHIBIT A

INTELLECTUAL PROPERTY

Registered Trademarks and Logos design colors and rights

Home-Towne Suites – Trademark Registration No. 2356029



Home-Towne Studios – Trademark Registration No. 3798161



Web Sites Domain Names

Access to the names we have purchased and all passwords and rights to use the names. HTS will transfer all rights it has to Westmont.

Domain Names	Exp. Date
www.htshotel.com	7/13/2015
www.htshotel.net	1/3/2015
www.htshotel.org	1/3/2015
www.htshotels.com	8/5/2020
www.htshotel.net	1/5/2016
www.htshotel.org	1/5/2016
www.hometownesuites.com	2/3/2014
www.hometownesuites.org	1/3/2016
www.htsbowlinggreen.com	12/7/2015
www.htsclarksville.com	12/7/2015
www.htsdecatur.com	12/7/2015
www.htsgreenville.com	12/7/2015
www.htstucslaoosa.com	12/7/2015
www.htsprattville.com	6/10/2015
www.htsauburn.com	6/10/2015
www.htsanderson.com	6/10/2015
www.htskannapolis.com	6/10/2015
www.htscolumbus.com	6/410/2015

The following data, programs and information, which entailed a considerable investment of time and resources by the Sellers, are used by the Hotels in their management. Although they are not warranted, they are available to the Buyer.

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