

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482844

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WhyHotel, Inc.		07/20/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WLC WhyHotel LLC		
Street Address:	2231 Crystal Drive, Suite 201		
City:	Arlington		
State/Country:	VIRGINIA		
Postal Code:	22202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	87916155	WHYHOTEL	
Serial Number:	87916132	WHYHOTEL	
Serial Number:	87198317	WHY HOTEL WHEN YOU CAN HAVE A PLACE LIKE	
Serial Number:	87198305	WHY HOTEL	
Serial Number:	87198297	WHY HOTEL	
Serial Number:	87198288	WHY	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<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>			
Phone:	4156932000		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	324438-105		
NAME OF SUBMITTER:	C. Rhem		
SIGNATURE:	/CR/		
DATE SIGNED:	07/20/2018		

CH \$165.00 87916155

Total Attachments: 7

source=WLC-WhyHotel-IPSA#page1.tif

source=WLC-WhyHotel-IPSA#page2.tif

source=WLC-WhyHotel-IPSA#page3.tif

source=WLC-WhyHotel-IPSA#page4.tif

source=WLC-WhyHotel-IPSA#page5.tif

source=WLC-WhyHotel-IPSA#page6.tif

source=WLC-WhyHotel-IPSA#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 20, 2018 by and between WLC WhyHotel LLC (“**Lender**”) and WhyHotel, Inc., a Delaware corporation (“**Grantor**”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Secured Promissory Note issued by Grantor to Lender dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the “**Note**”; capitalized terms used herein are used as defined in the Note).

B. Lender is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain copyrights, trademarks and patents to secure the obligations of Grantor under the Note.

C. Pursuant to the terms of the Note, Grantor has granted to Lender a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Note and all other agreements now existing or hereafter arising between Grantor and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations under the Note, Grantor grants and pledges to Lender a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents and trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, “**Intellectual Property Collateral**”).

This security interest is granted in conjunction with the security interest granted to Lender under the Note. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Note and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Note or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any

one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Note or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.


[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:
810 7th Street NE
Washington, DC 20002

GRANTOR:

WHYHOTEL, INC.

By: 
Name: Jason Fudin
Title: CEO

Address of Lender:
2231 Crystal Drive, Suite 201
Arlington, VA 22202

LENDER:

WLC WHYHOTEL LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:
810 7th Street NE
Washington, DC 20002

WHYHOTEL, INC.

By: _____
Name: _____
Title: _____

LENDER:

Address of Lender:
2231 Crystal Drive, Suite 201
Arlington, VA 22202

WLC WHYHOTEL LLC

By: Richard Nespola, Jr.
Name: Richard Nespola, Jr.
Title: Managing Member

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B
PATENTS

None.

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
WHYHOTEL	87916155	5/10/2018
WHYHOTEL	87916132	5/10/2018
WHY HOTEL WHEN YOU CAN HAVE A PLACE LIKE HOME	87198317	10/10/2018
WHY HOTEL	87198305	10/10/2018
WHY HOTEL	87198297	10/10/2018
WHY	87198288	10/10/2018