

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525682

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advantis Hospitality Alliance, LLC		05/09/2019	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	Advantage Hotels, Inc.		
Street Address:	22 Champion Lake		
City:	Lakeway		
State/Country:	TEXAS		
Postal Code:	78734		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1243939	"ALWAYS A FRIEND ALWAYS A SMILE"	
Registration Number:	1627782	SELECT INN	
Registration Number:	1627784	SELECT INN	
Registration Number:	3110480	V VISTA	
Registration Number:	3110479	VISTA	
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>			
Phone:	512-478-9190		
Email:	adrian.resendez@hulseyiplaw.com		
Correspondent Name:	William N. Hulsey III		
Address Line 1:	PO Box 161238		
Address Line 4:	Austin, TEXAS 78716-1238		
NAME OF SUBMITTER:	Adrian Resendez		
SIGNATURE:	/Adrian Resendez/		
DATE SIGNED:	05/30/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Trademark Assignment"), dated May 9, 2019, is between Advantage Hotels, Inc., a Texas corporation ("Assignee"), and Advantis Hospitality Alliance, LLC, a Tennessee limited liability company ("Assignor").

PRELIMINARY STATEMENTS

- A. Assignor is the sole and exclusive owner of the trademarks listed in Schedule A attached hereto (collectively, the "Trademarks").
- B. Pursuant to the Asset Purchase Agreement, dated May 9, 2019, among Assignee (as Purchaser) Assignor (as Seller), and Suresh C. Saraswat, an individual resident of Tennessee (as the Member) (the "Purchase Agreement"), Assignor has agreed to assign and transfer to Assignee, and Assignee has agreed to accept, the Trademarks.
- C. Assignor has agreed to sign and deliver this Trademark Assignment, which may be recorded with the United States Patent and Trademark Office.

TERMS OF AGREEMENT

1. **Assignment and Acceptance.** Assignor hereby assigns, transfers, and delivers to Assignee, and Assignee hereby accepts, the Trademarks, including all of: (a) Assignor's right, title, and interest in and to the Trademarks, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks, (b) the Trademark registrations and trademark applications and all issuances, extensions, and renewals thereof, (c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, (d) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the foregoing, (e) all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, or breach with the right but not the obligation to sue for legal and equitable relief and to collect, or otherwise recover, any such damages.
2. **Recordation and Further Actions.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall sign and deliver such other documents, certificates, agreements, and other writings and take such other actions as may reasonably be necessary or requested by Assignee to complete, evidence, or implement expeditiously the assignment of the Trademarks to Assignee, or any assignee or successor thereto.
3. **Subject to Purchase Agreement.** This Trademark Assignment does not create any broader obligations of Assignor or Assignee than those created by the Purchase Agreement. If there is any ambiguity or conflict between the terms hereof and the Purchase Agreement, the Purchase Agreement will control.
4. **Governing Law.** This Trademark Assignment is governed in all respects by the Laws of the State of Texas, without application of any its principles of conflicts of Law.
5. **Signature Pages.** This Trademark Assignment may be signed with multiple counterpart signature pages, which together will form one agreement. Signature pages may be signed and exchanged electronically.

The parties are signing this Trademark Assignment to take effect immediately.

ASSIGNEE:
ADVANTAGE HOTELS, INC.

DocuSigned by:
Patrick Mullinix
Signed: _____
Name: Patrick Mullinix
Title: President
Address: 22 Champion Lane
Lakeway, Texas 78734
Email: pmullinix@sbcglobal.net

ASSIGNOR:
ADVANTIS HOSPITALITY ALLIANCE, LLC

DocuSigned by:
Suresh C. Saraswat
Signed: _____
Name: Suresh C. Saraswat
Title: Chief Executive Officer
Address: 615 N Highland Ave, Ste 2a
Murfreesboro, TN 37130
Email: scsaraswat49@gmail.com

SCHEDULE A

Trademarks

Schedule A to Trademark Assignment

TRADEMARK
REEL: 006657 FRAME: 0785

Advantis Hospitality Alliance, LLC SCHEDULE OF TRADEMARKS



Last Update: March 31, 2015

Trademark	Design Element	Goods Description	Reg. No. [Ser. No.]	Reg. Date [Filing Date]	Country	Next Action Due
"ALWAYS A FRIEND ALWAYS A SMILE"	None	Class 42: Economy motel and restaurant services.	1,243,939	06/28/83	US	Renewal due 06/28/2023
FOR HOTELERS; BY HOTELERS:	None <i>No Renewal Filed General Filing for Reg. No. 3,296,712</i>	Class 34: Business management of hotels for others; franchise services, namely, offering technical and business management assistance in the establishment and operation of hotels.	3,296,712	09/25/07	US	Renewal due 09/25/17
SELECT INN	None	Class 42: Motel and restaurant services.	1,627,782	12/11/90	US	Renewal due 12/11/20
SELECT INN & Design		Class 42: Motel and restaurant services.	1,627,784	12/11/90	US	Renewal due 12/11/20
V VISTA & Design		Class 42: Hotel and restaurant services.	3,110,480	06/27/06	US	Renewal due 06/27/16 <i>06/27/20</i>
VISTA & Design		Class 42: Hotel and restaurant services.	3,110,479	06/27/06	US	Renewal due 06/27/16 <i>06/27/20</i>