

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Baymont Licensing Corporation		04/05/2006	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	WHG TM Corp.
Street Address:	10750 West Charleston Blvd.
Internal Address:	Suite 130
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	80135
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	2258085	BAYMONT
Registration Number:	2286567	BAYMONT INN
Registration Number:	2354791	BAYMONT INN & SUITES
Registration Number:	2399770	BAYMONT INN & SUITES
Registration Number:	2309146	BAYMONT INN & SUITES
Registration Number:	2307473	BAYMONT INN
Registration Number:	2354792	BAYMONT INN
Registration Number:	2383033	BAYMONT INN
Registration Number:	2713336	BAYMONT INNS & SUITES
Registration Number:	2426636	BAYMONT REWARDS
Registration Number:	2407225	BAYMONT REWARDS
Registration Number:	2390493	CLUB BAYMONT
Registration Number:	2908230	

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Registration Number:	2898601	
Registration Number:	2898602	
Registration Number:	1868760	MORE FOR YOUR MONEY EVERY NIGHT. GUARANTEED.
Registration Number:	2662794	WORTH CHECKING INTO
Registration Number:	3056292	IT'S TIME TO TURN IN
Registration Number:	2889119	OVATIONS
Registration Number:	2813440	GUEST OVATIONS
Registration Number:	2678833	GUEST OVATIONS
Registration Number:	2664260	GUEST OVATIONS
Registration Number:	2672865	GUEST OVATIONS
Registration Number:	2549643	SMARTRAVELER, JR.
Registration Number:	2542701	SMARTRAVELER
Registration Number:	2825132	DRIVEREVIVED
Registration Number:	2731871	DRIVEREVIVED
Registration Number:	2261011	ROADRUNNER CLUB
Registration Number:	1728473	ROADRUNNER
Serial Number:	76651261	BAYMONT INN & SUITES
Serial Number:	76650825	BAYMONT INN & SUITES
Serial Number:	76650824	BAYMONT INN & SUITES

CORRESPONDENCE DATA

Fax Number: (512)473-2555
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (512) 473-2550
Email: wctrademarkaustin@counselip.com
Correspondent Name: William D. Raman, Esq.
Address Line 1: P.O. Box 685108
Address Line 2: WONG CABELLO, LLP
Address Line 4: Austin, TEXAS 78768-5108

ATTORNEY DOCKET NUMBER:	721-0001
NAME OF SUBMITTER:	Grace Jennings, Trademark Administrator
Signature:	/gj/
Date:	05/03/2006

Total Attachments: 10

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is effective this 7th day of April, 2006 ("Effective Date") by and between Baymont Franchising LLC, a Delaware limited liability company, Baymont Licensing Corporation, a Nevada corporation, and Lodge Holdco II L.L.C., a Delaware limited liability corporation (together "Assignors") and WHG TM Corp., a Delaware corporation ("Assignee").

WHEREAS, Assignors hold the trademarks and service marks, including the registrations, applications and common law marks listed on Schedule A attached hereto (the "Trademarks");

WHEREAS, Assignors together with certain other Sellers named therein, and Assignee have entered into that certain Asset Purchase Agreement, dated as of March 11, 2006 (as the same may be amended, modified and/or supplemented from time to time, the "Purchase Agreement");

WHEREAS, the Purchase Agreement provides that (i) Assignors shall assign, transfer, convey and deliver to Assignee and (ii) Assignee shall acquire, all of the right, title and interest of Assignors in, to and under the Trademarks, in connection with the operation of the Business and all upon the terms and subject to the conditions set forth therein;

WHEREAS, Assignors desire to assign, transfer, convey and deliver to Assignee all of Assignors' right, title and interest of Assignors in, to and under the Trademarks, including any goodwill appurtenant thereto or symbolized thereby; and

WHEREAS, Assignee desires to acquire from Assignors all of Assignors' right, title and interest in, to and under the Trademarks, including any goodwill appurtenant thereto or symbolized thereby.

NOW, THEREFORE, in consideration of the foregoing recitals and the promises and the mutual covenants contained herein and in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignors hereby assign, transfer, convey and deliver to Assignee, in perpetuity, any and all of Assignors' right, title and interest in, to, and under (i) the Trademarks, including all registrations therefor and renewals thereof, (ii) any and all intellectual property and other proprietary rights in and to such Trademarks, including all goodwill appurtenant thereto or symbolized thereby, (iii) any and all Legal Actions and rights and remedies at law or in equity, including the right to sue for, collect and retain all damages, profits, proceeds, and all other remedies for past infringements, misappropriations, or other violations of the Trademarks; (iv) any and all income, royalties, damages and payments now or hereafter due or payable with respect to the Trademarks; and (v) any and all rights corresponding thereto throughout the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives (together, the "Assigned Rights").

2. Each party will, without additional consideration, take such further actions and execute promptly such further documents as are necessary to effect and record the above assignment, including any actions or documents required by the applicable registrar or other authority to document the transfer herein or as may be necessary to protect, secure and vest good, valid and marketable title to the Assigned Rights in Assignee.

3. Assignors authorize the United States Patents and Trademark Office and any state or foreign intellectual property office, as the case may be, to record the Trademarks as the property of Assignee and to issue certificates of registration to Assignee in Assignee's name.

4. This Assignment is subject to any and all licenses or other rights that may have been granted by Assignors and its Affiliates, or their predecessors in interest, with respect to the Assigned Rights prior to the Effective Date, including without limitation, the Franchise Agreements, Management Agreements and Assigned IP/IT Agreements.

5. Assignee, its successors and assigns, shall hold all right, title and interest in and to the Assigned Rights for and during the existence of the term and life of such Assigned Rights, as fully and as entirely as the same would have been held and enjoyed by Assignors had this Assignment not been made.

7. This Assignment is executed pursuant to the Purchase Agreement and is entitled to the benefits and subject to the provisions thereof and shall be binding upon and inure to the benefit of the parties thereto and their respective successors and permitted assigns. Assignors and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. This Assignment is not intended to convey any greater or lesser rights to, or place any greater or lesser burden on, any of the parties than are described in or contemplated by the Purchase Agreement, and in the event the terms of this Assignment conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern. Assignee's and Assignors' remedies with respect to any claim arising from a breach of this Assignment shall be as set forth in the Purchase Agreement and subject to the limitations, qualifications and procedures set forth therein.

8. Assignee is a successor to the ongoing and existing business of Assignors to which the Trademarks pertain, including for purposes of 15 U.S.C. § 1060.

9. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

10. This Assignment may not be amended, modified or terminated except by an instrument, in writing, executed by the parties hereto.

11. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

12. This Assignment shall be governed by, interpreted under, and construed and enforced in accordance with, the Laws of the State of New York.

13. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart. This Assignment shall become effective when each party to this Assignment shall have received counterparts signed by all of the other parties.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNORS


BAYMONT FRANCHISING LLC

By: 
Name: Mark M. Chloupek
Title: Vice President

BAYMONT LICENSING CORPORATION

By: 
Name: Mark M. Chloupek
Title: Vice President

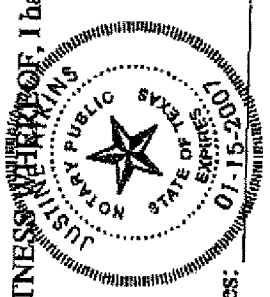
LODGE HOLDCO II L.L.C.

By: 
Name: Mark M. Chloupek
Title: Vice President

STATE OF TEXAS)
) SS.
COUNTY OF DALLAS)

I, a notary public, in and for the county and state aforesaid, do hereby certify that Mark Chaloupka, known to me to be the Vice President of BAYMONT FRANCHISING LLC and acknowledged that he signed the above and foregoing instrument as his free and voluntary act, on behalf of BAYMONT FRANCHISING LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 5th day of April, 2006.



Justin Perkins
Notary Public

My commission expires: _____

ASSIGNEE

WHG TM CORP.

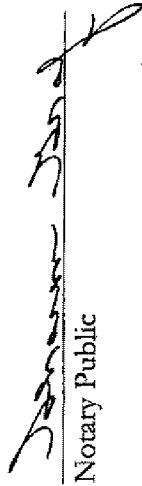
By: 

Name: Mark Johnson
Title: Vice President

STATE OF NEVADA }
 } SS.
COUNTY OF CLARK }

I, a notary public, in and for the county and state aforesaid, do here by certify that Mark Johnson, known to me to be the Vice President of WHG TM Corporation and acknowledged that he signed the above and foregoing instrument as his free and voluntary act, on behalf of WHG TM Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 5 day of April, 2006.


Notary Public

My Commission expires: 12-9-06

SCHEDULE A

TRADEMARKS

Baymont Trademarks

Mark	Country	Reg. or App. Number	Reg. or App. Date	Class	Status	Next Deadline
BAYMONT	United States	2,258,085	6/29/99	42	Registered	6/29/2009
BAYMONT INN	United States	2,286,567	10/12/99	42	Registered	10/12/2009
BAYMONT INN & SUITES and Design (With Color - Blue, Red & Yellow)	United States	2,354,791	6/6/00	42	Registered	6/6/2006
BAYMONT INN & SUITES and Design (With Color - White, Blue, Red & Yellow)	United States	2,399,770	10/31/00	42	Registered	10/31/2010
BAYMONT INN & SUITES and Design	United States	2,309,146	1/18/00	42	Registered	1/18/2010
BAYMONT INN and Design	United States	2,307,473	1/11/00	42	Registered	1/11/2010
BAYMONT INN and Design (With Color - Blue, Red & Yellow)	United States	2,354,792	6/6/00	42	Registered	6/6/2006
BAYMONT INN and Design (With Color - White, Blue, Red & Yellow)	United States	2,383,033	9/5/00	42	Registered	9/5/2006
BAYMONT INN & SUITES	United States	2,713,336	5/6/03	43	Registered	5/6/2009
BAYMONT REWARDS	United States	2,426,636	2/6/01	35	Registered	2/6/2007
BAYMONT REWARDS	United States	2,407,225	11/21/00	42	Registered	11/21/2006
CLUB BAYMONT	United States	2,390,493	9/26/00	42	Registered	9/26/06
Miscellaneous Design of Building	United States	2,908,230	12/7/04	43	Registered	12/7/2010
Miscellaneous Design of Building	United States	2,898,601	8/10/04	43	Registered	11/2/2010
Miscellaneous Design of Building	United States	2,898,602	8/10/04	43	Registered	11/2/2010
MORE FOR YOUR MONEY EVERY NIGHT. GUARANTEED.	United States	1,868,760	12/20/94	42	Registered	12/20/2014
WORTH CHECKING INTO	United States	2,662,794	9/24/02	43	Registered	12/17/2008
IT'S TIME TO TURN IN	United States	3,056,292	1/31/06	43	Registered	1/31/2012
OVATIONS	United States	2,889,119	9/28/04	43	Registered	9/28/2010
GUEST OVATIONS and Design (With Color - White & Gold)	United States	2,813,440	2/10/04	35,42	Registered	2/10/2010
GUEST OVATIONS and Design (With Color - Blue, White & Gold)	United States	2,678,833	1/21/03	35,42	Registered	1/21/2009
GUEST OVATIONS and Design	United States	2,664,260	12/17/02	35,42	Registered	12/17/2008
GUEST OVATIONS	United States	2,672,865	1/7/03	35,42	Registered	1/7/2009
SMARTTRAVELER, JR.	United States	2,549,643	3/19/02	16	Registered	3/19/2008
SMARTTRAVELER	United States	2,542,701	2/26/02	16	Registered	2/26/2008

Mark	Country	Reg. or App. Number	Reg. or App. Date	Class	Status	Next Deadline
DRIVEREVIVED and Design	United States	2,825,132	3/23/04	43	Registered	3/23/2010
DRIVEREVIVED	United States	2,731,871	7/1/03	43	Registered	7/1/2009
ROADRUNNER CLUB	United States	2,261,011	7/13/99	42	Cancelled	
ROADRUNNER	United States	1,728,473	10/27/92	42	Registered	10/27/2012
BAYMONT INN & SUITES and Design (Rectangle Sign Design)	United States	76/651,261	11/22/05	43	Pending	Awaiting Examination
BAYMONT INN & SUITES and Design (With Color) (Square Sign Design)	United States	76/650,825	11/16/05	43	Pending	Awaiting Examination
BAYMONT INN & SUITES and Design (With Color) (Rectangle Sign Design)	United States	76/650,824	11/16/05	43	Pending	Awaiting Examination