

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Interstate Hotels & Resorts, Inc.		03/09/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	Lehman Commercial Paper, Inc.
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2407010	BIGG BLUE MARTINI
Registration Number:	2407018	BIGG BLUE MARTINI
Registration Number:	2768557	D
Registration Number:	2661269	DORAL D
Registration Number:	2505936	
Serial Number:	76137697	
Registration Number:	2594700	FUN FACTORY
Registration Number:	2605172	FUNOLOGY
Registration Number:	2342315	HITECHATORIUM
Registration Number:	2704932	KIDS FUN FACTORY
Registration Number:	2613076	MIST SPA
Registration Number:	2455342	SHORELINES

CORRESPONDENCE DATA

CH \$315.00 2407010

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: thomas.feeney@weil.com, phyllis.depaola@weil.com
Correspondent Name: Weil, Gotshal & Manges c/o Thomas Feeney
Address Line 1: 767 5th Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	73683.0872
NAME OF SUBMITTER:	Thomas Feeney
Signature:	/Thomas Feeney/
Date:	04/05/2007

Total Attachments: 5

source=Interstate Hotels-Lehman tmExecuted TSA (IH&R)_#1747465#page1.tif
source=Interstate Hotels-Lehman tmExecuted TSA (IH&R)_#1747465#page2.tif
source=Interstate Hotels-Lehman tmExecuted TSA (IH&R)_#1747465#page3.tif
source=Interstate Hotels-Lehman tmExecuted TSA (IH&R)_#1747465#page4.tif
source=Interstate Hotels-Lehman tmExecuted TSA (IH&R)_#1747465#page5.tif

TRADEMARK SECURITY AGREEMENT, dated as of March 9, 2007, by the entity listed on the signature page hereof (the "*Grantor*"), in favor of LEHMAN COMMERCIAL PAPER INC. ("*LCPI*"), as administrative agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "*Administrative Agent*").

WITNESSETH:

WHEREAS, pursuant to the Senior Secured Credit Agreement, dated as of March 9, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among INTERSTATE OPERATING COMPANY, L.P. (the "*Borrower*"), the Lenders and Issuers party thereto, LCPI, as administrative agent for the Lenders and Issuers, and the other agents party thereto, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is a party to the Guaranty pursuant to which it has guaranteed the Obligations; and

WHEREAS, the Grantor is a party to a Security Agreement in favor of the Administrative Agent (the "*Security Agreement*") pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. *Defined Terms*

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2. *Grant of Security Interest in Trademark Collateral*

The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "*Trademark Collateral*"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3. Security Agreement


The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

INTERSTATE HOTELS AND RESORTS, INC.,
as Grantor

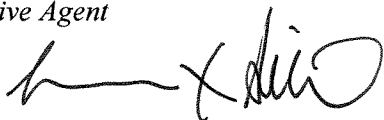
By: _____


Name: **Christopher Bennett**
Title: **Executive Vice President
and General Counsel**

ACCEPTED AND AGREED
as of the date first above written:

LEHMAN COMMERCIAL PAPER INC.,
as Administrative Agent

By: _____



Name:

Title:

Francis X. Gilhool
Authorized Signatory

**Schedule I
to
Trademark Security Agreement**

Trademark Registrations

TRADEMARK	STATUS	APP. NO.	FILED	REG. NO.	REGISTERED	OWNER
BIG BLUE MARTINI	REGISTERED	75/576543	10/26/98	2407010	11/21/00	Interstate Hotels and Resorts, Inc.
BIG BLUE MARTINI and Design	REGISTERED	75/578265	10/26/98	2407018	11/21/00	Interstate Hotels and Resorts, Inc.
D & Design	REGISTERED	76/000374	3/14/00	2768557	9/30/03	Interstate Hotels and Resorts, Inc.
D DORAL & Design	REGISTERED	76/002775	3/17/00	2661269	12/17/02	Interstate Hotels and Resorts, Inc.
Design of a Fun Factory	REGISTERED	75/902340	1/24/00	2505936	11/13/01	Interstate Hotels and Resorts, Inc.
Design of a Star	REGISTERED	76/137697	9/29/00	25866925	05/07/02	Interstate Hotels and Resorts, Inc.
FUN FACTORY	REGISTERED	75/637160	2/9/99	2594700	06/16/02	Interstate Hotels and Resorts, Inc.
FUNOLOGY	REGISTERED	75/656597	3/9/99	2605172	08/06/02	Interstate Hotels and Resorts, Inc.
HITECHATORIUM	REGISTERED	75/479924	5/5/98	2342315	4/18/00	Interstate Hotels and Resorts, Inc.
KIDS FUN FACTORY	REGISTERED	75/656596	3/9/99	2704932	4/8/03	Interstate Hotels and Resorts, Inc.
MIST SPA	REGISTERED	75/768450	8/5/99	2613076	8/27/02	Interstate Hotels and Resorts, Inc.
SHORELINES	REGISTERED	76/063099	6/5/00	2455342	5/29/01	Interstate Hotels and Resorts, Inc.