

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Interstate Hotels, LLC		03/09/2007	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lehman Commercial Paper, Inc.		
<b>Street Address:</b>	745 Seventh Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2160939	BLUE SHOE BAR & GRILL	
Registration Number:	2008314	CROSSROADS	
Registration Number:	1482005	H INTERSTATE HOTELS CORPORATION	
Registration Number:	1488867	KICKS	
Registration Number:	2454144	LAKEVIEW BISTRO	
Registration Number:	1561603	REGATTA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	thomas.feeney@weil.com, phyllis.depaola@weil.com		
<b>Correspondent Name:</b>	Weil, Gotshal & Manges c/o Thomas Feeney		
<b>Address Line 1:</b>	767 5th Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10153		
<b>ATTORNEY DOCKET NUMBER:</b>	73683.0872		

CH \$165.00 2160939

NAME OF SUBMITTER:	Thomas Feeney
Signature:	/Thomas Feeney/
Date:	04/05/2007
<b>Total Attachments: 5</b> source=Interstate hotels-lehman tmExecuted TSA (IH)_#1747467#page1.tif source=Interstate hotels-lehman tmExecuted TSA (IH)_#1747467#page2.tif source=Interstate hotels-lehman tmExecuted TSA (IH)_#1747467#page3.tif source=Interstate hotels-lehman tmExecuted TSA (IH)_#1747467#page4.tif source=Interstate hotels-lehman tmExecuted TSA (IH)_#1747467#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, LLC,  
*as Grantor*

By: NORTHRIDGE HOLDINGS, INC.,  
its member

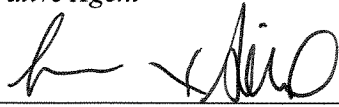
By:  \_\_\_\_\_

Name:

Title: **Christopher L. Bennett**  
**Secretary**

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
BLUE SHOE BAR & GRILL	REGISTERED	75/168082	9/17/96	2160939	5/26/98	Interstate Hotels, LLC
CROSSROADS	REGISTERED	75/010119	10/13/95	2008314	10/15/96	Interstate Hotels, LLC
INTERSTATE HOTELS CORPORATION and Design	REGISTERED	73/653966	4/8/87	1482005	3/22/88	Interstate Hotels, LLC
KICKS	REGISTERED	73/657734	4/27/87	1488867	05/17/88	Interstate Hotels, LLC
LAKEVIEW BISTRO	REGISTERED	75/852959	11/19/99	2454144	5/22/01	Interstate Hotels, LLC
REGATTA	REGISTERED	73/775916	1/23/89	1561603	10/17/89	Interstate Hotels, LLC