

TO: ANDREW COLAO COMPANY: WEIL, GOTSHAL & MANGES LLP

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

04/22/2009  
 900132320

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the the name of the Assignee and to update the address of the Assignee. previously recorded on Real 003516 Frame 0497. Assignor(s) hereby confirms the Security Interest.

**CONVEYING PARTY DATA**

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

**RECEIVING PARTY DATA**

<b>Name:</b>	Lehman Commercial Paper Inc., as Administrative Agent
<b>Street Address:</b>	c/o Lehman Brothers Holdings Inc.
<b>Internal Address:</b>	1271 Avenue of the Americas, 6th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10020
<b>Entity Type:</b>	CORPORATION: New York

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Serial Number:	75576543	BIGG BLUE MARTINI
Serial Number:	75578265	BIGG BLUE MARTINI
Serial Number:	76000374	D
Serial Number:	76002775	DORAL D
Serial Number:	75902340	
Serial Number:	76137697	
Serial Number:	75637160	FUN FACTORY
Serial Number:	75656597	FUNOLOGY
Serial Number:	75479924	HITECHATORIUM
Serial Number:	75656596	KIDS FUN FACTORY
Serial Number:	75788450	MIST SPA
Serial Number:	76063099	SHORELINES

CH \$315.00 75576543

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**CORRESPONDENCE DATA**

Fax Number: (212)310-8007  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Email: dev.ghose@weil.com  
Correspondent Name: Andrew Colao  
Address Line 1: Weil, Gotshal & Manges LLP  
Address Line 2: 787 5th Avenue  
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	73683.0985 DEV GHOSE
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NAME OF SUBMITTER:	Andrew Colao
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Signature:	/Andrew Colao/
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Date:	04/22/2009
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Total Attachments: 7  
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TO: ANDREW COLAO COMPANY; WEIL, GOTSHAL & MANGES LLP

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

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(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]

TO: ANDREW COLAO COMPANY: WEIL, GOTSHAL & MANGES LLP

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

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TO: ANDREW COLAO COMPANY: WEIL, GOTSHAL & MANGES LLP

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

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 003980 FRAME: 0970

TO:ANDREW COLAO COMPANY;WEIL, GOTSHAL & MANGES LLP

Schedule I  
to  
Trademark Security Agreement  
*Trademark Registrations*

BIG BLUE MARTINI	REGISTERED	75/578543	10/28/98	2407010	11/21/00	Interstate Hotels and Resorts, Inc.
BIG BLUE MARTINI and Design	REGISTERED	75/578265	10/28/98	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	2681269	12/17/02	Interstate Hotels and Resorts, Inc.
Design of a Fun Factory	REGISTERED	75/002340	1/24/00	2505936	11/19/01	Interstate Hotels and Resorts, Inc.
Design of a Star	REGISTERED	76/137697	9/29/00	25868925	05/07/02	Interstate Hotels and Resorts, Inc.
FUN FACTORY	REGISTERED	76/637160	2/9/99	2594700	06/16/02	Interstate Hotels and Resorts, Inc.
FUNOLOGY	REGISTERED	75/656597	3/9/99	2605172	06/06/02	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	75/763450	8/5/99	2613076	6/27/02	Interstate Hotels and Resorts, Inc.
SHORELINES	REGISTERED	76/083096	6/5/00	2456342	5/29/01	Interstate Hotels and Resorts, Inc.