

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Assignment and Assumption Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------------|----------|----------------|-----------------------|
| Lehman Commercial Paper, Inc. | | 07/14/2009 | CORPORATION: NEW YORK |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | Bank of America, N.A. |
| Street Address: | 101 N. Tryon Street |
| City: | Charlotte |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 28255 |
| Entity Type: | national banking association: UNITED STATES |

PROPERTY NUMBERS Total: 25

| 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 | |
| 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 |
| Registration Number: | 2955315 | BAG IT! |
| Registration Number: | 1609083 | DORAL |
| Registration Number: | 1338517 | DORAL |

OP \$640.00 2407010

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|----------------------|---------|----------------------------------|
| Registration Number: | 2786926 | MEET IN THE USA |
| Registration Number: | 2773250 | |
| Registration Number: | 2791919 | STAY IN THE USA |
| Registration Number: | 2737725 | WHERE OWNERSHIP MEANS EVERYTHING |
| 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 |
| Registration Number: | 2566925 | |

CORRESPONDENCE DATA

Fax Number: (919)416-8328
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 9192868041
Email: pto_tmconfirmation@mvalaw.com
Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 430 Davis Drive
Address Line 2: Suite 500
Address Line 4: Morrisville, NORTH CAROLINA 27560

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|-------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | 327000.011241 JES |
| NAME OF SUBMITTER: | John E. Slaughter |
| Signature: | /John E. Slaughter/ |
| Date: | 07/22/2009 |

Total Attachments: 6
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EXECUTION VERSION

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Assignment") is entered into as of July 14, 2009, between Lehman Commercial Paper Inc. and Bank of America, N.A.

Reference is made to (i) the Senior Secured Credit Agreement, dated as of March 9, 2007 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement"), by and among Interstate Operating Company, LP ("Borrower"), the lenders party thereto from time to time and Lehman Commercial Paper Inc., as administrative agent (in such capacity, the "Administrative Agent"), (ii) the Security Agreement (the "Security Agreement"), dated as of March 9, 2007, entered into by and among Pledgors party thereto (or thereafter joined pursuant to an Accession Agreement) and the Administrative Agent, (iii) the Trademark Security Agreement, dated as of March 9, 2007, entered into by Interstate Hotels and Resorts, Inc. ("IHRI"), in favor of the Administrative Agent (the "IHRI Agreement"), (iv) the Trademark Security Agreement, as of March 9, 2007, entered into by Interstate Hotels, LLC ("IHL"), in favor of the Administrative Agent (the "IHL Agreement") and (v) the Trademark Security Agreement, dated as of March 9, 2007, entered into by the Borrower, in favor of the Administrative Agent (the "Borrower Agreement"), and together with the IHRI Agreement and the IHL Agreement, the "Trademark Security Agreements").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement, the Trademark Security Agreements or this Assignment, as applicable.

WHEREAS, pursuant to the IHRI Agreement, which was recorded with the U.S. Patent and Trademark Office on April 5, 2007, at Reel/Frame No. 003516/0497, IHRI granted the Administrative Agent a security interest in and to all of its right, title and interest in and to the Trademarks listed on Schedule I, and the goodwill of the business connected with the use of, and symbolized by, such Trademarks, and any and all proceeds of the foregoing;

WHEREAS, pursuant to the IHL Agreement which was recorded with the U.S. Patent and Trademark Office on April 5, 2007 at Reel/Frame No. 003516/0511, IHL granted the Administrative Agent a security interest in and to all of its right, title and interest in and to the Trademarks listed on Schedule I, and the goodwill of the business connected with the use of, and symbolized by, such Trademarks, and any and all proceeds of the foregoing;

WHEREAS, pursuant to the Borrower Agreement which was recorded with the U.S. Patent and Trademark Office on April 5, 2007 at Reel/Frame No. 003516/0504, Borrower granted the Administrative Agent a security interest in and to all of its right, title and interest in and to the Trademarks listed on Schedule I, and the goodwill of the business connected with the use of, and symbolized by, such Trademarks, and any and all proceeds of the foregoing;

WHEREAS, the Administrative Agent (in such capacity, the "Resigning Agent") is resigning as Administrative Agent, and in connection therewith, and Bank of America N.A., as successor Administrative Agent (in such capacity, the "Successor Agent"), is assuming the role of administrative agent pursuant to that certain First Amended and Restated Senior Secured credit Agreement, dated as of July __, 2009, among the Borrower, the Successor Agent and the lenders party thereto from time to time (the "Amended Credit Agreement").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the Resigning Agent and the Successor Agent hereby agree as follows:

The Resigning Agent hereby irrevocably assigns to the Successor Agent without recourse, representation or warranty, and the Successor Agent hereby assumes from the Resigning Agent, the interest in and to the Resigning Agent's rights and obligations under the Trademark Security Agreements (the "Assigned Interest"), as of the Effective Date (as defined below). This Assignment is an absolute assignment. This Assignment is made without recourse, representation or warranty, express or implied, except that the Resigning Agent represents and warrants that (i) it is authorized to execute this document and perform its obligations hereunder, and (ii) its rights under the Trademark Security Agreements are not subject to any lien or, to its knowledge, any other adverse claim.

The effective date of this Assignment shall be the date of execution by all parties (the "Effective Date"). Following the execution of this Assignment, this Assignment will be delivered to the Successor Agent for recording by the Successor Agent pursuant to the Security Agreement and the Trademark Security Agreements with the United States Patent and Trademark Office.

From and after the Effective Date, (a) the Successor Agent shall be a party to the Trademark Security Agreements and shall have the rights and obligations of the Administrative Agent thereunder and under the other Credit Documents (as such term is defined in each of the Credit Agreement and the Amended Credit Agreement) and shall be bound by the provisions thereof, and (b) the Resigning Agent shall relinquish its rights and be released from its obligations under the Trademark Security Agreements.

The parties hereto authorize and request the Commissioner of Patents and Trademarks of the United States and/or any equivalent state official to record this Assignment against the Trademarks identified on Schedule I attached hereto.

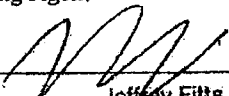
This Assignment may be executed in multiple counterparts (including telecopy or other electronic transmission), each of which shall be considered an original but all of which shall constitute one agreement.

This Assignment and the rights and obligations of the parties under this agreement shall be governed by, and construed and interpreted in accordance with, the law of the state of New York.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed by their respective duly authorized officers.

LEHMAN COMMERCIAL PAPER, INC.
as Resigning Agent

By: 
Name: Jeffrey Fitts
Title: Authorized Signatory

:

Accepted:

BANK OF AMERICA, N.A.,
as Successor Agent

By: _____
Name: _____
Title: **Anne M. Zeschke**
Vice President

SCHEDULE I
to
ASSIGNMENT AND ASSUMPTION AGREEMENT

| TRADEMARK | STATUS | APP. NO. | FILED | REG. NO. | REGISTERED | OWNER |
|-----------------------------|------------|-----------|----------|----------|------------|-------------------------------------|
| BIG BLUE MARTINI | REGISTERED | 75/578543 | 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 | 08/18/02 | Interstate Hotels and Resorts, Inc. |
| FUNOLOGY | REGISTERED | 75/666697 | 3/9/99 | 2805172 | 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 | 3/27/02 | Interstate Hotels and Resorts, Inc. |
| SHORELINES | REGISTERED | 76/083099 | 6/5/00 | 2455342 | 5/29/01 | Interstate Hotels and Resorts, Inc. |

| TRADEMARK | STATUS | APP. NO. | FILED | REG. NO. | REGISTERED | OWNER |
|--------------------|------------|-----------|----------|----------|------------|------------------------------------|
| BAG IT! and Design | REGISTERED | 76/461106 | 10/24/02 | 2955315 | 5/24/05 | Interstate Operating Company, L.P. |
| DORAL | REGISTERED | 73/783853 | 03/01/89 | 1609083 | 08/07/90 | Interstate Operating Company, L.P. |
| DORAL | REGISTERED | 73/500879 | 09/24/84 | 1338517 | 05/28/85 | Interstate Operating Company, L.P. |
| MEET IN THE USA | REGISTERED | 76/171171 | 11/27/00 | 2786926 | 11/25/03 | Interstate |

| TRADEMARK | STATUS | APP. NO. | FILED | REG. NO. | REGISTERED | OWNER |
|---|------------|-----------|----------|----------|------------|------------------------------------|
| | | | | | | Operating Company, L.P. |
| Miscellaneous Design (Design of a Splash) | REGISTERED | 76/427581 | 7/3/02 | 2773250 | 10/14/03 | Interstate Operating Company, L.P. |
| STAY IN THE USA | REGISTERED | 76/171571 | 11/27/00 | 2791919 | 12/9/03 | Interstate Operating Company, L.P. |
| WHERE OWNERSHIP MEANS EVERYTHING | REGISTERED | 76/172930 | 11/29/00 | 2737725 | 7/15/03 | Interstate Operating Company, L.P. |

| 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 | 73/653988 | 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 |