

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
Societe de Participations et d'Investissements de Motels		06/29/2012	CORPORATION: FRANCE

**RECEIVING PARTY DATA**

Name:	Motel 6 Operating L.P.
Street Address:	4001 International Parkway
City:	Carrollton
State/Country:	TEXAS
Postal Code:	75007
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
Registration Number:	2815146	CLICK 6
Registration Number:	2746818	CLICK 6
Registration Number:	2688967	DEJAREMOS LAS LUCES ENCENDIDAS PARA TI
Registration Number:	2749965	EXTEND YOUR STAY, NOT YOUR BUDGET
Registration Number:	3612079	GOIN' 6
Registration Number:	4011982	GOIN' 6
Registration Number:	3146894	MORE IN YOUR ROOM, LESS ON YOUR BILL
Registration Number:	1816233	MOTEL 6
Registration Number:	1589489	MOTEL 6
Registration Number:	0822563	MOTEL 6
Registration Number:	2198435	MOTEL 6
Registration Number:	2264831	MOTEL 6
Registration Number:	3660463	MOTEL 6
Registration Number:	4004098	MOTEL 6

**TRADEMARK**

Registration Number:	4004099	
Registration Number:	3878741	MY MOTEL 6
Registration Number:	4055347	MY MOTEL 6
Registration Number:	3819883	
Registration Number:	3819882	
Registration Number:	1068742	SIXPENCE INN
Registration Number:	2018769	WE'LL LEAVE THE LIGHT ON FOR YOU
Registration Number:	1909607	WELCOME
Registration Number:	1940378	WELCOMECARD

**CORRESPONDENCE DATA**

Fax Number: 2025339099  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: (202) 467-8800  
Email: [iplaw@vorys.com](mailto:iplaw@vorys.com)  
Correspondent Name: Vorys, Sater, Seymour and Pease LLP  
Address Line 1: P.O. Box 2255  
Address Line 2: [IPLaw@Vorys](mailto:IPLaw@Vorys)  
Address Line 4: Columbus, OHIO 43216-2255

ATTORNEY DOCKET NUMBER:	6424-25916-19SPIMASSIGNM6
NAME OF SUBMITTER:	Joan C. Makley
Signature:	/Joan C. Makley/
Date:	07/12/2012

**Total Attachments: 11**  
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ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (the "Agreement") is made as of the 29th day of June, 2012, by and between Société de Participations et d'Investissements de Motels, a corporation duly organized under the laws of France, located at 110 avenue de France, 75013 Paris, France ("Assignor"), Motel 6 Operating L.P., a Delaware limited partnership located at Accor North America, Inc., 4001 International Parkway, Carrollton, TX 75007 ("Assignee").

WHEREAS, Assignor owns the trademark "Motel 6" and those other trademarks listed on Schedule A hereto, and the goodwill associated therewith (collectively, the "Trademarks");

WHEREAS, Assignor and Assignee are parties to (i) a Trademark License Agreement dated as of December 1, 1994, and (ii) a Trademark License Agreement dated January 1, 2000 (collectively, the "License Agreements");

WHEREAS, Assignor wishes to sell and assign, and the Assignee wishes to purchase and assume, the Trademarks from Assignor;

WHEREAS, Assignor further grants to the Assignee the right to recover damages and all other relief for all infringements of the Trademarks that have occurred prior to the date of this Agreement with the right to sue for and collect the same, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives, free and clear of all liens, claims, charges, security interests, and other encumbrances; and

WHEREAS, Assignee, following the purchase of such Trademarks, will continue to use the Trademarks in connection with its business.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignment. Assignor hereby sells, transfers, conveys, and assigns to Assignee all right, title, and interest in and to the Trademarks, together with the goodwill symbolized thereby, including all rights to sue and recover for past infringement.
2. Consideration. As consideration for the Trademarks, Assignee shall, subject to the terms and conditions set forth herein, make a cash payment to Assignor equal to to € (Euros) 50,000.
3. Further Assurances. Assignor agrees to as promptly as practicable execute all documents and assist in all proceedings (at the sole cost and expense of the Assignee) to perfect, register, or record the rights of the Assignee to the Trademarks as Assignee may reasonably deem appropriate.
4. Representations and Warranties. Assignor warrants and represents to Assignee that (i) it has the right to assign the rights assigned to Assignee herein free and clear; (ii) Assignor has made no grant to any third party under the Trademarks (other than the License Agreements); (iii) there have been no rights granted to any third party that would interfere with or conflict in any way with this Agreement and Assignee's acquisition of all right, title, and interest in and to the Trademarks; and (iv) Assignor has the right to enter into this Agreement.

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5. Indemnity. Assignor will defend, indemnify and hold harmless Assignee and its affiliates, subsidiaries, successors, partners, licensees and sublicensees, assigns, and its past and present officers, directors, trustees, governors, volunteers, employees and agents ("Indemnitees") from and against any and all loss, liability, claims, suits, actions, proceedings, judgments, awards, damages, and expense (including, without limitation, attorneys' fees) that they, or any of them, may incur or suffer, which arise out of or is claimed by the claimant to arise out of any state of facts that would constitute a breach by Assignor of any representations or warranties contained in this Agreement.

6. Miscellaneous.

6.1 Fees and Expenses. Each party shall pay its own direct and indirect expenses in connection with the transaction contemplated hereby.

6.2 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed given (i) when delivered personally; (ii) when sent by overnight courier (providing proof of delivery); or (iii) on the date sent by facsimile (with confirmation of transmission) or e-mail of a PDF document (in each case only to the extent a facsimile number or e-mail address is provided below) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) if to Assignee, to:

Accor North America, Inc.  
4001 International Parkway  
Carrollton, TX 75007  
Attention: Alan J. Rabinowitz Esq.  
Email: [rabinowitz\\_alan@accor-na.com](mailto:rabinowitz_alan@accor-na.com)

with a copy (which shall not constitute notice hereunder) to:

Proskauer Rose LLP  
Eleven Times Square  
New York, NY 10036-8299  
Attention: Jeffrey A. Horwitz  
E-mail: [JHorwitz@proskauer.com](mailto:JHorwitz@proskauer.com)  
Fax: (212) 969-2900

(b) if to Assignor, to:

Société de Participations et d'Investissements de Motels (SPIM)  
110 avenue de France  
75013 Paris  
France  
Attention: Ms. Marie Champey

with a copy (which shall not constitute notice hereunder) to:

Accor S.A.  
110 avenue de France  
75013 Paris  
France  
Attention: Mr. François Pinon  
Email: [francois.pinon@accor.com](mailto:francois.pinon@accor.com)  
Fax: + 33 1 45 38 85 98

6.3 Entire Agreement; Modifications.

(a) This Agreement, the Schedules and Exhibits hereto sets forth the entire agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, relating to the subject matter of this Agreement.

(b) This Agreement may be modified and/or amended with respect to any provision contained herein at any time by written action of Assignee and Assignor.

6.4 Waiver. Any term or condition hereof may be waived at any time by the party hereto that is entitled to the benefits thereof by a written instrument duly executed on behalf of such party. The failure of a party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision nor shall it in any way affect the validity of this Agreement or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

6.5 Assignment; Binding Effect. Both parties may transfer, assign or delegate, in whole or in part, their rights, interests or obligations hereunder. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors and permitted assigns of the parties hereto.

6.6 Severability. If any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule or law or public policy, all other terms, provisions and conditions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

6.7 Governing Law and Arbitration. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provisions that would cause the application of the law of another jurisdiction. All disputes or differences arising out of, in relation to, or in connection with this Agreement, which the parties, using good faith efforts, shall have been unable to resolve amicably, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce

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("ICC") by three arbitrators appointed in accordance with such Rules. The governing ICC Rules of Arbitration shall be those Rules in effect when the request for arbitration is submitted. The place of arbitration shall be New York, New York, and the language of the arbitration shall be English.

6.8 Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which together shall constitute one and the same instrument.

Signed as a sealed instrument this 29<sup>th</sup> day of June, 2012.

SOCIÉTÉ DE PARTICIPATIONS ET  
D'INVESTISSEMENTS DE MOTELS

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

Printed name: Anne Lombrez

Title: Chairman and Chief Executive Officer

MOTEL 6 OPERATING L.P., by:

Accor North America, Inc.

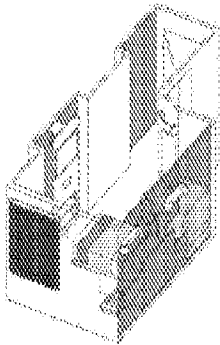
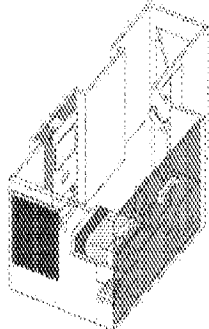

Managing General Partner

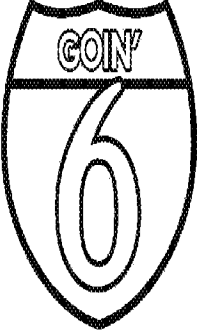
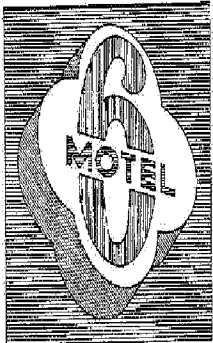

By: \_\_\_\_\_

Printed name: Alan J. Rabinowitz

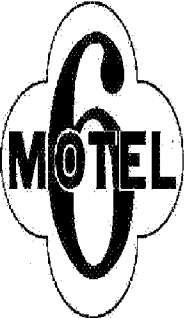

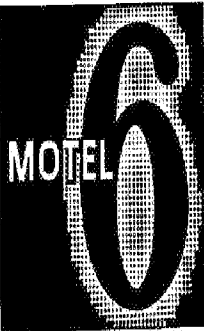
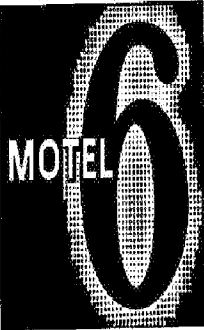
Title: EVP of Business Affairs and General Counsel

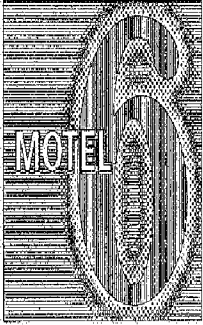
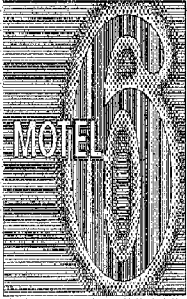

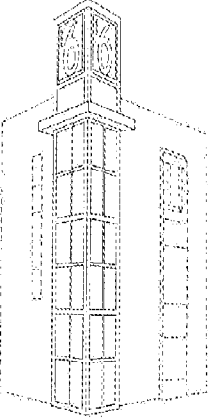
**Societe de Participations et D'Investissements de Motels  
Trademark Portfolio**

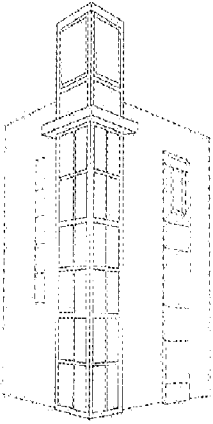
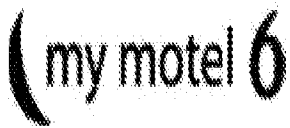

Trademark	Country	Application No.	Registration No.	Registration Date	Class	Goods
6	Canada	0600086	359639	8/18/1989		Motel directories; motel services and motel reservation services
	USA	77/773703	3819883	7/13/2010	43	Hotel services, in International Class 43
	USA	77/773675	3819882	7/13/2010	43	Hotel services, in International Class 43
CLICK 6	USA	78/232905	2815146	2/17/2004	43	Motel and hotel services, in International Class 43
	USA	76/451130	2746818	8/5/2003	43	Motel and hotel services, in International Class 43
DEJAREMOS LAS LUCES ENCENDIDAS PARA TI	Mexico	383,712	632,015	10/29/1999	42	Motel services, in International Class 42
DEJAREMOS LAS LUCES ENCENDIDAS PARA TI	USA	75/884283	2688967	2/18/2003	42	Motel services, in International Class 42

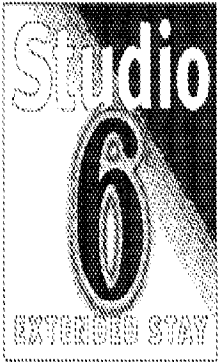


Trademark	Country	Application No.	Registration No.	Registration Date	Class	Goods
EL SEIS	Mexico	895,738	1047968	6/30/2008	42	Hotel and motel services, in International Class 42
EXTEND YOUR STAY, NOT YOUR BUDGET	Canada	1162446	608424	4/23/2004		Motel and hotel services
EXTEND YOUR STAY, NOT YOUR BUDGET	USA	76/451128	2749965	8/12/2003	43	Motel and hotel services, in International Class 43
GOIN' 6	USA	77/574074	3612079	4/28/2009	43	Hotel and motel services, in International Class 43
	USA	85/220058	4011982	8/16/2011	43	Hotel and motel services, in International Class 43
M6	Mexico	895,741	1038401	4/30/2008	42	Hotel and motel services, in International Class 42
MORE IN YOUR ROOM, LESS ON YOUR BILL	Canada	1255605	668297	7/20/2006		Motel and hotel services
MORE IN YOUR ROOM, LESS ON YOUR BILL	USA	78/629564	3146894	9/19/2006	43	Motel and hotel services, in International Class 43
MOTEL 6	Canada	0470478	275651	1/14/1983		Motel reservation services; motel services
MOTEL 6	USA	74/229263	1816233	1/11/1994	42	Motel services, in International Class 42
	USA	73/805013	1589489	3/27/1990	42	Motel services, in International Class 42
	Canada	0359387	280646	6/23/1983		Motel services



Trademark	Country	Application No.	Registration No.	Registration Date	Class	Goods
	USA	72/229993	822563	1/17/1967	42	Motel services, in International Class 42
	Canada	0869372	542121	3/9/2001		Motel services
	Mexico	329,086	686839	2/22/2001	42	Motel services, in International Class 42
	USA	75/372165	2198435	10/20/1998	42	Motel services, in International Class 42

Trademark	Country	Application No.	Registration No.	Registration Date	Class	Goods
	Canada	0894663	531493	8/21/2000		Motel services
	USA	75/496182	2264831	7/27/1999	42	Motel services, in International Class 42
	USA	77/624804	3660463	7/28/2009	43	Hotel and motel services, in International Class 43
	USA	85/114488	4004098	7/26/2011	43	Hotel and motel services, in International Class 43

Trademark	Country	Application No.	Registration No.	Registration Date	Class	Goods
	USA	85/114498	4004099	7/26/2011	43	Hotel and motel services, in International Class 43
MY MOTEL 6	USA	77/855067	3878741	11/23/2010	35, 39, 43	Providing information regarding hotel and motel rates, in International Class 35; Providing a secure website for electronic storage of consumers' personal and credit card information for ease in making hotel reservations, in International Class 39; Providing information regarding hotel and motel room availability; hotel and motel reservation services, in International Class 43
	USA	85/222202	Published		35, 39, 43	Providing information regarding hotel and motel rates, in International Class 35; Providing a secure website for electronic storage of consumers' personal and credit card information for ease in making hotel reservations, in International Class 39; Providing information regarding hotel and motel room availability; hotel and motel reservation services, in International Class 43
NOUS ALLONS LAISSER LA LUMIERE ALLUMEE POUR VOUS	Canada	1024438	575127	2/6/2003		Motel services
S6	Mexico	895,740	1038400	4/30/2008	42	Hotel and motel services, in International Class 42
SIXPENCE INN	USA	73/086451	1068742	6/28/1977	42	Hotel services, in International Class 42
STUDIO 6	Canada	0887774	574604	1/29/2003		Motel and hotel services
	Canada	1029572	588233	8/27/2003		Motel and hotel services
STUDIO 6 EXTENDED STAY	Canada	1075943	580202	4/30/2003		Motel and hotel services

Trademark	Country	Application No.	Registration No.	Registration Date	Class	Goods
	Canada	1029574	588044	8/25/2003		Motel and hotel services
	Canada	1123436	578954	4/4/2003		Motel and hotel services
	USA	74/510572	1909607	8/1/1995	42	Motel services, in International Class 42
WELCOMECARD	USA	74/418240	1940378	12/12/1995	16, 36	Credit cards in connection with lodging, in International Class 16; Credit card services of use in connection with lodging and related services, in International Class 36
WE'LL LEAVE THE LIGHT ON FOR YOU	Canada	0616063	372320	8/24/1990		Motel services
WE'LL LEAVE THE LIGHT ON FOR YOU	Mexico	208739	476,295	10/6/1994	43	Motel services, in International Class 43
WE'LL LEAVE THE LIGHT ON FOR YOU	USA	74/666906	2018769	11/26/1996	42	Motel services, in International Class 42

**Societe de Participations et D'Investissements de Motels  
Additional Trademarks**

Country	Trademark	Application Number	Registration Number
Canada	HOTEL ROOM INTERIOR & DESIGN (white, blue, gray & yellow)	156345600	
Canada	HOTEL ROOM INTERIOR & DESIGN (white, orange, gray & beige)	156345800	
Canada	HOTEL EXTERIOR & Design	156346900	
Mexico	HOTEL 6	896475	
Mexico	MOTEL 6	895739	
Mexico	STUDIO 6 EXTENDED STAY	436438	754716
Mexico	STUDIO 6	436437	728859
Mexico	STUDIO 6 ESTANCIA PROLONGADA	436439	728860
Mexico	EL SEIS	167179	734546
Mexico	SIXPENCE INN		371882
U.S. Federal	MOTEL 6	74057028	1788512