

## 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
G6 Hospitality LLC, successor to Accor North America, Inc.		10/01/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	G6 Hospitality IP LLC		
Street Address:	c/o Blackstone Real Estate Advisors VII L.P.		
Internal Address:	345 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10154		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4157560	CORPORATE PLUS @ 6	
Serial Number:	85531749	SAVE MORE FOR WHAT YOU TRAVEL FOR	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 455-7976		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Mindy M. Lok, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	010396/1140		
NAME OF SUBMITTER:	Mindy M. Lok		

CH \$65.00 4157560

Signature:	/mml/
Date:	10/03/2012
<b>Total Attachments: 7</b> source=IP Assignment -- G6 Hospitality LLC to G6 Hospitality IP LLC (execution copy)#page1.tif source=IP Assignment -- G6 Hospitality LLC to G6 Hospitality IP LLC (execution copy)#page2.tif source=IP Assignment -- G6 Hospitality LLC to G6 Hospitality IP LLC (execution copy)#page3.tif source=IP Assignment -- G6 Hospitality LLC to G6 Hospitality IP LLC (execution copy)#page4.tif source=IP Assignment -- G6 Hospitality LLC to G6 Hospitality IP LLC (execution copy)#page5.tif source=IP Assignment -- G6 Hospitality LLC to G6 Hospitality IP LLC (execution copy)#page6.tif source=IP Assignment -- G6 Hospitality LLC to G6 Hospitality IP LLC (execution copy)#page7.tif	

## ASSIGNMENT AGREEMENT

This **ASSIGNMENT AGREEMENT** (the "Agreement") is made as of the 1st day of October 2012, by and between G6 Hospitality LLC, a Delaware limited liability company with an address of 4001 International Parkway, Carrollton, TX 75007, successor to Accor North America, Inc., a Delaware corporation ("Assignor") on the one hand and G6 Hospitality IP LLC, a Delaware limited liability company, having an office at c/o Blackstone Real Estate Advisors VII L.P., 345 Park Avenue, New York, New York 10154 ("Assignee").

**WHEREAS**, Assignor owns the trademarks listed on the attached Schedule A, any registrations or applications therefor, and all goodwill associated therewith (collectively, the "Trademarks");

**WHEREAS**, Assignor owns copyright in and to the works of authorship identified on the attached Schedule B, including all copyright applications or registrations therefor (collectively, the "Copyrights");

**WHEREAS**, Assignor owns the designs listed on the attached Schedule C, including all applications, registrations, industrial designs, and design patents and other intellectual property rights therefor (collectively, the "Designs");

**WHEREAS**, Assignor owns the domain names listed on the attached Schedule D, including all registrations therefor and all technical rights and administrative rights thereto (collectively, the "Domain Names");

**WHEREAS**, Assignor wishes to assign, and the Assignee wishes to acquire and assume, the Trademarks, Copyrights, Designs, and Domain Names from Assignor;

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

1. Assignment.

(a) Assignor hereby 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 of renewal and extension thereof, all common-law rights related thereto, and all rights to sue and recover for past infringement or violation of the foregoing.

(b) Assignor hereby transfers, conveys, and assigns to Assignee all worldwide right, title, and interest in and to the Copyrights, including all extensions and renewals thereof, and all rights to sue and recover for past infringement or violation of the foregoing.

(c) Assignor hereby transfers, conveys, and assigns to Assignee all right, title, and interest in and to the Designs, including all rights to sue and recover for past infringement or violation of the foregoing.

(d) Assignor hereby transfers, conveys, and assigns to Assignee all right, title, and interest in and to the Domain Names. Promptly following execution of this Agreement,

Assignor and/or Assignor's designated agent will work with Assignee and/or Assignee's designated agent to use best efforts to effectuate the transfer of the Domain Names without delay and to ensure that Assignee has all administrative rights to the Domain Names. Assignor agrees to execute any further documents or take any commercially reasonable further steps as Assignee may reasonably deem necessary to effectuate the transfer of the Domain Names to Assignee.

2. 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 granted Assignee herein as Assignee may reasonably deem appropriate.

3. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of New York.

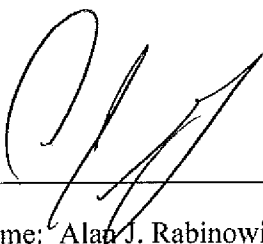
4. Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which together shall constitute one and the same instrument.

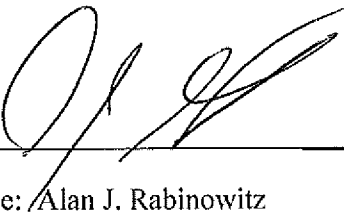
Signed as a sealed instrument this 1st day of October 2012.

[Signature Page to Follow]

G6 HOSPITALITY IP LLC:

G6 HOSPITALITY LLC:

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

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

Printed name: Alan J. Rabinowitz

Printed name: Alan J. Rabinowitz

Title: Executive Vice President – Business  
Affairs, General Counsel & Secretary

Title: Executive Vice President – Business  
Affairs, General Counsel & Secretary

[Signature Page IP Assignment (G6 Hospitality LLC – G6 Hospitality IP LLC)]

**TRADEMARK**  
**REEL: 004872 FRAME: 0904**

**SCHEDULE A**  
(Trademarks)

United States:

<u>Mark</u>	<u>(App. No.) Reg. No.</u>	<u>(Filing Date) Registration Date</u>
CORPORATE PLUS @ 6 (design)	4,157,560	June 12, 2012
SAVE MORE FOR WHAT YOU TRAVEL FOR	(85-531749)	(February 2, 2012)

**SCHEDULE B**  
(Copyrights)

MAZE - Copyright Reg. No. VA0001659879 (Record title is in the name of Accor North America, Inc.; change of name/conversion to G6 Hospitality LLC submitted to the U.S. Copyright Office on September 11, 2012.)

**SCHEDULE C**  
(Designs and Design Patents)

United States:

<u>Patent</u>	<u>Status</u>	<u>(App. No.) / Reg. No.</u>	<u>(App. Date)/Issue Date</u>
Desk Design*	Granted	D613,526	April 13, 2010
Towel Holder Design*	Granted	D616,685	June 1, 2010
TV Console and Closet Design*	Granted	D603,191	November 3, 2009

\*Record title is in the name of Accor North America, Inc.; change of name / conversion to G6 Hospitality LLC submitted to the U.S. Patent and Trademark Office on September 7, 2012.

Canada:

<u>Patent</u>	<u>Status</u>	<u>(App. No.) / Reg. No.</u>	<u>(App. Date)/Issue Date</u>
Desk Design*	Granted	132066	April 14, 2010
Towel Holder Design*	Granted	132067	April 14, 2010
Console Design*	Granted	132130	May 20, 2010

\*Record title is in the name of Accor North America, Inc.; change of name/ conversion to G6 Hospitality LLC submitted to the Canadian Intellectual Property Office on September 10, 2012.



**SCHEDULE D**  
(Domain Names)

boycottmotel6.com	staystudio6.xxx	G6HOSPITALITYLLC.MOBI	GROUPSIX.WS
boycottmotel6.net	studio6.org	G6HOSPITALITYLLC.NET	GROUPSIXHOSPITALITY.BIZ
boycottstudio6.com	studio6.us	G6HOSPITALITYLLC.ORG	
boycottstudio6.net	studio6.xxx	G6HOSPITALITYLLC.US	GROUPSIXHOSPITALITY.CO
click6.com	studio69.xxx	G6HOSPITALITYLLC.WS	GROUPSIXHOSPITALITY.COM
click6.xxx	studio6stay.com		GROUPSIXHOSPITALITY.INFO
goin6.com	studio6stay.net	GROUP6.ME	GROUPSIXHOSPITALITY.ME
going6.com	studio6stay.org	GROUP6.MOBI	GROUPSIXHOSPITALITY.MOBI
goingsix.com	studio6stay.tv	GROUP6.WS	GROUPSIXHOSPITALITY.NET
goinsix.com	studiosix.xxx	GROUP6HOSPITALITY.BIZ	GROUPSIXHOSPITALITY.ORG
hotel6.xxx	wwwmotel6.xxx		GROUPSIXHOSPITALITY.US
leavethelighton.com	wwwmotelsix.com	GROUP6HOSPITALITY.CO	GROUPSIXHOSPITALITY.WS
leavethelighton.net	G6HM.BIZ	GROUP6HOSPITALITY.COM	GSIXHOSPITALITYLLC.BIZ
leavethelighton.xxx		GROUP6HOSPITALITY.INFO	
lowestpriceroom.com	G6HM.CO	GROUP6HOSPITALITY.ME	GSIXHOSPITALITYLLC.CO
lowestpriceroom.xxx	G6HM.INFO	GROUP6HOSPITALITY.MOBI	GSIXHOSPITALITYLLC.COM
motel6.com	G6HM.ME	GROUP6HOSPITALITY.NET	GSIXHOSPITALITYLLC.INFO
motel-six.com	G6HM.MOBI	GROUP6HOSPITALITY.ORG	GSIXHOSPITALITYLLC.ME
motel6.cc	G6HM.US	GROUP6HOSPITALITY.US	GSIXHOSPITALITYLLC.MOBI
motel6.mobi	G6HM.WS	GROUP6HOSPITALITY.WS	GSIXHOSPITALITYLLC.NET
motel6.net	G6HOSPITALITY.BIZ	GROUP6MGMT.BIZ	GSIXHOSPITALITYLLC.ORG
motel6.org			GSIXHOSPITALITYLLC.US
motel6.xxx	G6HOSPITALITY.CO	GROUP6MGMT.CO	GSIXHOSPITALITYLLC.WS
motel69.xxx	G6HOSPITALITY.COM	GROUP6MGMT.COM	HOTEL6.COM.MX
motel6emailverify.com	G6HOSPITALITY.INFO	GROUP6MGMT.INFO	HOTEL6.MX
motel6survey.com	G6HOSPITALITY.ME	GROUP6MGMT.ME	MOTEL6.COM.MX
motels6.com	G6HOSPITALITY.MOBI	GROUP6MGMT.MOBI	MOTEL6.MX
motelsix.net	G6HOSPITALITY.NET	GROUP6MGMT.NET	STAYSTUDIO6.COM.MX
motelsix.org	G6HOSPITALITY.ORG	GROUP6MGMT.ORG	STAYSTUDIO6.MX
motelsix.xxx	G6HOSPITALITY.US	GROUP6MGMT.US	STUDIO6.COM.MX
mymotel6.com	G6HOSPITALITY.WS	GROUP6MGMT.WS	STUDIO6.MX
mymotel6.xxx	G6HOSPITALITYLLC.BIZ	GROUPSIX.BIZ	g6hm.com
staystudio6.com		GROUPSIX.CO	g6hm.net
staystudio6.mobi	G6HOSPITALITYLLC.CO	GROUPSIX.INFO	g6hm.org
staystudio6.net	G6HOSPITALITYLLC.COM	GROUPSIX.ME	CLICK6.TRAVEL
staystudio6.org	G-6-HOSPITALITY-LLC.COM	GROUPSIX.MOBI	MOTEL6.TRAVEL
staystudio6.tv	G6HOSPITALITYLLC.INFO	GROUPSIX.ORG	STAYSTUDIO6.TRAVEL
	G6HOSPITALITYLLC.ME	GROUPSIX.US	STUDIO6.TRAVEL
			STUDIO6CANADA.TRAVEL
			MOTEL6CANADA.TRAVEL