

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450386

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
G6 HOSPITALITY IP LLC		08/01/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, NATIONAL ASSOCIATION
Street Address:	383 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10179
Entity Type:	Banking Association: UNITED STATES
Name:	DEUTSCHE BANK AG, NEW YORK BRANCH
Street Address:	60 Wall Street
Internal Address:	10th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Bank: GERMANY

PROPERTY NUMBERS Total: 48

Property Type	Number	Word Mark
Registration Number:	4670019	6
Registration Number:	5055122	6
Registration Number:	4157560	CORPORATE PLUS @ 6
Registration Number:	2688967	DEJAREMOS LAS LUCES ENCENDIDAS PARA TI
Registration Number:	2749965	EXTEND YOUR STAY, NOT YOUR BUDGET
Registration Number:	4712639	G6
Registration Number:	4401540	G6 HOSPITALITY
Registration Number:	4633127	G6HMS
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

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	0822563	MOTEL 6
Registration Number:	2198435	MOTEL 6
Registration Number:	2264831	MOTEL 6
Registration Number:	3660463	MOTEL 6
Registration Number:	4497511	MOTEL 6
Registration Number:	3878741	MY MOTEL 6
Registration Number:	4055347	MY MOTEL 6
Registration Number:	5008759	OPERATION NEXT STEP
Registration Number:	4335931	SAVE MORE FOR WHAT YOU TRAVEL FOR
Registration Number:	1068742	SIXPENCE INN
Registration Number:	2320420	STUDIO 6
Registration Number:	2321455	STUDIO 6
Registration Number:	2495770	STUDIO 6 EXTENDED STAY
Registration Number:	2321454	STUDIO 6 EXTENDED STAY
Registration Number:	2321452	STUDIO 6 EXTENDED STAY
Registration Number:	3847087	STUDIO 6 EXTENDED STAY
Registration Number:	4004099	
Registration Number:	4004098	MOTEL 6
Registration Number:	2018769	WE'LL LEAVE THE LIGHT ON FOR YOU
Registration Number:	1909607	WELCOME
Serial Number:	87310803	MOTEL 6 CLASSIC
Serial Number:	87256668	MOTEL 6 CLASSIC
Serial Number:	87084461	LEAVE THE LIGHT ON
Serial Number:	87045554	H6
Serial Number:	87045560	H6TEL
Serial Number:	87045561	H6TEL
Serial Number:	87012542	SIXPENCE INN
Registration Number:	5068761	MOTEL 6
Registration Number:	5169617	STUDIO 6 EXTENDED STAY
Serial Number:	86874788	HOTEL 6
Registration Number:	4997433	MOTEL 6
Registration Number:	4997434	MOTEL 6
Serial Number:	86824899	ESTUDIO 6
Registration Number:	5152032	GR·O·W 6
Registration Number:	5152034	MY 6
Registration Number:	4908719	WELCOME

CORRESPONDENCE DATA

**TRADEMARK
REEL: 006201 FRAME: 0039**

Fax Number: 2125046666

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2125046000

Email: jennifer.chick@cwt.com

Correspondent Name: Cadwalader, Wickersham & Taft LLP

Address Line 1: 200 Liberty Street

Address Line 4: New York, NEW YORK 10281

ATTORNEY DOCKET NUMBER:	94987.289
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NAME OF SUBMITTER:	Jennifer A. Chick
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SIGNATURE:	/Jennifer A. Chick/
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DATE SIGNED:	11/09/2017
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Total Attachments: 13

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FORM OF SHORT FORM TRADEMARK
SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”) dated August 1, 2017, is made by **G6 HOSPITALITY IP LLC**, a Delaware limited liability company, having an office at c/o The Blackstone Group, 345 Park Avenue, New York, New York 10154 (“**Pledgor**”), in favor of **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**, a banking association chartered under the laws of the United States of America, having an address at 383 Madison Avenue, New York, New York 10179 and **DEUTSCHE BANK AG, NEW YORK BRANCH**, a branch of Deutsche Bank AG, a German Bank authorized by the New York Department of Financial Services, having an address at 60 Wall Street, 10th Floor, New York, New York 10005 (together with their respective successors and assigns, each, a “**Co-Lender**” and, collectively, “**Lender**”),

WHEREAS, the Lender has entered into the Loan Documents dated as of August 1, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Documents**”), pursuant to which the Lender has agreed to make loans to certain Borrowers thereto, secured by the liens and security interests of certain security agreements.

WHEREAS, in connection with the Loan Documents, the Pledgor and the Lender have entered into the Intellectual Property Security Agreement dated August 1, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Intellectual Property Security Agreement**”) in order to induce the Lender to make loan specified in the Loan Documents.

WHEREAS, under the terms of the Intellectual Property Security Agreement, the Pledgor has granted to the Lender, a security interest in, among other property, certain intellectual property of the Pledgor, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. The Pledgor hereby grants to the Lender a security interest in all of such Pledgor’s right, title and interest in and to the following (the “**Collateral**”): the United States Trademarks (as defined in the Intellectual Property Security Agreement) and Trademarks for which United States applications are pending, which are set forth in Schedule A hereto;

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Pledgor under this Trademark Security Agreement secures the payment of all Obligations of such Pledgor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of

the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Pledgor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Pledgor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Pledgor authorizes and requests that the Commissioner for Trademarks record this Patent Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Intellectual Property Security Agreement. The Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of the Lender with respect to the Collateral are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern.

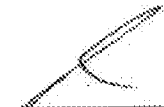
SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, all as of the date set forth above.

PLEDGOR:

G6 HOSPITALITY IP LLC, a Delaware limited liability company

By: 
Name: _____
Title: **Ryan Ingle**
Vice President

LENDER:

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, a banking association
chartered under the laws of the United States
of America

By: 

Name:

Anthony Shaskus

Title:

Vice President

TRADEMARK

REEL: 006201 FRAME: 0044


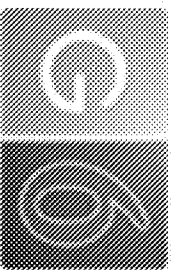
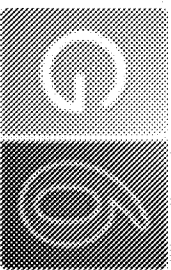
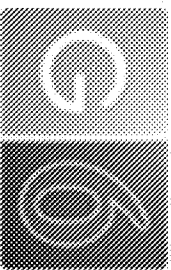
LENDER:


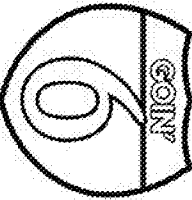

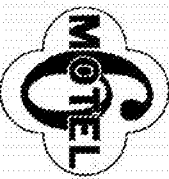
DEUTSCHE BANK AG, NEW YORK
BRANCH

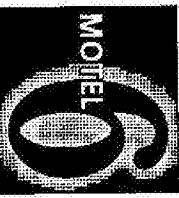
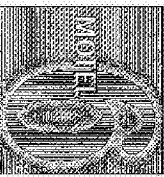
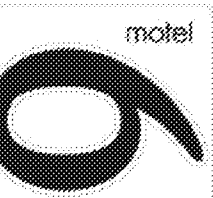
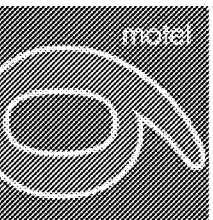
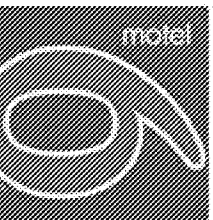
By: 
Name: MURRAY MACKINNON
Title: DIRECTOR


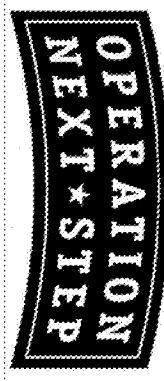
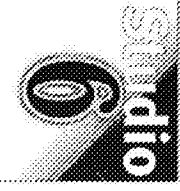
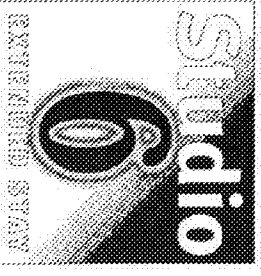
By: 
Name: PETER CASTRO
Title: DIRECTOR

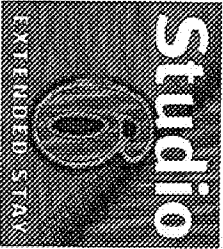
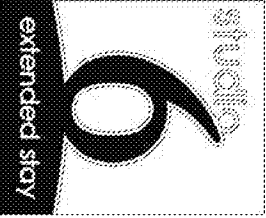
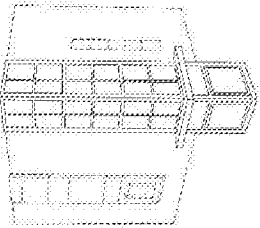
Schedule A

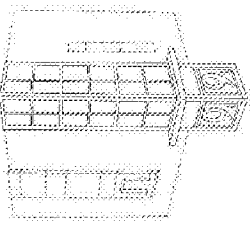
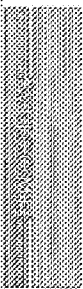


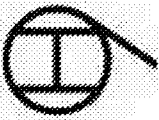
Country	Trademark	Status	Application No.	Filing Date	Registration No.	Registration Date
USA	6 Stylized 2008 Design color 	Registered	86/171358	1/21/2014	4670019	1/13/2015
USA	6 Stylized Rectangle Design color 	Registered	86/356061	8/4/2014	5055122	10/04/2016
USA	CORPORATE PLUS @ 6 Stylized color 	Registered	85/447933	10/14/2011	4157560	6/12/2012
USA	DEJAREMOS LAS LUCES ENCENDIDAS PARA TI 	Registered	75/884283	12/30/1999	2688967	2/18/2003
USA	EXTEND YOUR STAY, NOT YOUR BUDGET 	Registered	76/451128	9/19/2002	2749965	8/12/2003
USA	G6 Stylized 	Registered	86/421047	10/10/2014	4712639	3/31/2015


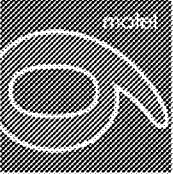
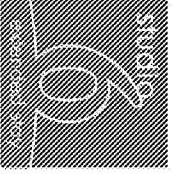
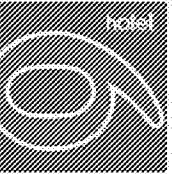
Country	Trademark	Status	Application No.	Filing Date	Registration No.	Registration Date
USA	 Hospitality	Registered	85/712286	8/24/2012	4401540	9/10/2013
USA	G6HMS	Registered	85/861186	2/27/2013	4633127	11/04/2014
USA	GOIN' 6 and Design	Registered	85/220058	1/18/2011	4011982	8/16/2011
USA						
USA	MORE IN YOUR ROOM, LESS ON YOUR BILL	Registered	78/629564	5/13/2005	3146894	9/19/2006
USA	MOTEL 6	Registered	74/229263	12/11/1991	1816233	1/11/1994
USA	MOTEL 6 and 1961 angled design	Registered	73/805013	6/7/1989	1589489	3/27/1990
						
USA	MOTEL 6 and 1961 straight design	Registered	72/229993	10/12/1965	822563	1/17/1967
						

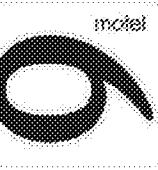

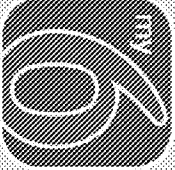
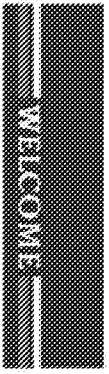
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USA	MOTEL 6 and 1997 design 	Registered	75/372165	10/14/1997	2198435	10/20/1998
USA	MOTEL 6 and 1997 Design color 	Registered	75/496182	6/4/1998	2264831	7/27/1999
USA	MOTEL 6 and 2008 Design 	Registered	77/624804	12/2/2008	3660463	7/28/2009
USA	MOTEL 6 and 2008 Design color 	Registered	86/022910	7/29/2013	4497511	3/18/2014
USA	MY MOTEL 6 	Registered	77/855067	10/22/2009	3878741	11/23/2010

Country	Trademark	Status	Application No.	Filing Date	Registration No.	Registration Date
USA	MY MOTEL 6 and Design 	Registered	85/222202	1/20/2011	4055347	11/15/2011
USA	OPERATION NEXT STEP and Design 	Registered	86/470991	12/4/2014	5008759	7/26/2016
USA	SAVE MORE FOR WHAT YOU TRAVEL FOR	Registered	85/531749	2/2/2012	4335931	5/14/2013
USA	SIXPENCE INN	Registered	73/086451	5/7/1976	1068742	6/28/1977
USA	STUDIO 6	Registered	75/489253	5/21/1998	2320420	2/22/2000
USA	STUDIO 6 and 1999 Design 	Registered	75/645267	2/22/1999	2321455	2/22/2000
USA	STUDIO 6 EXTENDED STAY	Registered	75/936136	3/6/2000	2495770	10/9/2001
USA	STUDIO 6 EXTENDED STAY and 1999 design 	Registered	75/645264	2/22/1999	2321454	2/22/2000

Country	Trademark	Status	Application No.	Filing Date	Registration No.	Registration Date
USA	 STUDIO 6 EXTENDED STAY and 1999 design color	Registered	75/645225	2/22/1999	2321452	2/22/2000
USA	 STUDIO 6 EXTENDED STAY and 2011 Design	Registered	77/773571	7/2/2009	3847087	9/14/2010
USA	 Tower Design [SR]	Registered	85/114498	8/24/2010	4004099	7/26/2011

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USA	Tower Design with MOTEL 6 [SR] 	Registered	85/114488	8/24/2010	4004098	7/26/2011
USA	WE'LL LEAVE THE LIGHT ON FOR YOU	Registered	74/666906	4/27/1995	2018769	11/26/1996
USA	WELCOME and Design [SR] 	Registered	74/510572	4/8/1994	1909607	8/1/1995
USA	MOTEL 6 CLASSIC and Design color 	Published	87/310803	1/23/2017		
USA	MOTEL 6 CLASSIC	Published	87/256668	12/5/2016		
USA	LEAVE THE LIGHT ON and Bulb Design 	Published	87/084461	6/27/2016		
USA	H6 Stylized 	Published	87/045554	5/20/2016		

Country	Trademark	Status	Application No.	Filing Date	Registration No.	Registration Date
USA	H6TEL	Published	87/045560	5/20/2016		
USA	H6TEL Stylized color	Published	87/045561	5/20/2016		
						
USA	SIXPENCE INN Stylized	Published	87/012542	4/25/2016		
USA	MOTEL 6 and 2008 Design color	Registered	87/012543	4/25/2016	5068761	10/25/2016
						
USA	STUDIO 6 EXTENDED STAY	Registered	86/947113	3/21/2016	5169617	3/28/2017
						
USA	HOTEL 6	Pending 1(b)	86/874788	1/13/2016		
						
USA	MOTEL 6	Registered	86/824905	11/18/2015	4997433	7/12/2016

Country	Trademark	Status	Application No.	Filing Date	Registration No.	Registration Date
USA	MOTEL 6 and 2008 Design 	Registered	86/824907	11/18/2015	4997434	7/12/2016
USA	ESTUDIO 6	Pending	86/824899	11/18/2015		
USA	GROW6 	Registered	86/738772	8/27/2015	5152032	2/28/2017
USA	MY 6 Design color 	Registered	86/739888	8/27/2015	5152034	2/28/2017
USA	WECLOME and Design color 	Registered	86/709583	7/30/2015	4908719	3/1/2016