

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM673493

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
G6 Hospitality IP LLC		09/09/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 38			
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:	4401540	G6 HOSPITALITY	
Registration Number:	4712639	G6	
Registration Number:	5152032	GR·O·W 6	
Registration Number:	5737038	HOTEL 6	
Registration Number:	5617898	LEAVE THE LIGHT ON	
Registration Number:	3146894	MORE IN YOUR ROOM, LESS ON YOUR BILL	
Registration Number:	1816233	MOTEL 6	
Registration Number:	4997433	MOTEL 6	
Registration Number:	0822563	MOTEL 6	
Registration Number:	2198435	MOTEL 6	
Registration Number:	2264831	MOTEL 6	
Registration Number:	3660463	MOTEL 6	
Registration Number:	4997434	MOTEL 6	
Registration Number:	4497511	MOTEL 6	
TRADEMARK			

OP \$965.00 4670019

Property Type	Number	Word Mark
Registration Number:	5068761	MOTEL 6
Registration Number:	6329037	MOTEL 6 CLASSIC
Registration Number:	6329045	MOTEL 6 CLASSIC
Registration Number:	6158692	MOTEL 6 STUDIO
Registration Number:	5152034	MY 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:	2321452	STUDIO 6 EXTENDED STAY
Registration Number:	3847087	STUDIO 6 EXTENDED STAY
Registration Number:	5169617	STUDIO 6 EXTENDED STAY
Registration Number:	4004099	
Registration Number:	4004098	MOTEL 6
Registration Number:	1909607	WELCOME
Registration Number:	4908719	WELCOME
Registration Number:	2018769	WE'LL LEAVE THE LIGHT ON FOR YOU

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	09/09/2021

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of September 9, 2021, by G6 HOSPITALITY IP LLC (the “**Grantor**”) in favor of GOLDMAN SACHS BANK USA, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Security Agreement dated as of September 9, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, including the Guaranty (as defined in the Credit Agreement), each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of its right, title or interest in or to any and all the following Article 9 Collateral (excluding any Excluded Assets) of such Grantor:

(a) all Trademark registrations and applications of such Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Security Interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument reasonably requested by such Grantor in writing in recordable form releasing the Lien on and Security Interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile or other electronic communication

of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created under the Security Agreement, and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

G6 HOSPITALITY IP LLC

By:  DocuSigned by:
Julie Arrowsmith
E0B7E0AD16EF479

Name: Julie Arrowsmith
Title: Chief Financial Officer

GOLDMAN SACHS BANK USA, as Collateral Agent

By: 
Name: Thomas Manning
Title: Authorized Signatory

Schedule I
Trademark Registrations and Applications

[See Attached]

U.S. Trademark Registrations and Applications:

Mark	Application #	Registration Date	Registration #	Country	Registered Owner
6 Stylized 2008 Design color	86171358	01/13/2015	4670019	U.S.	G6 Hospitality IP LLC
6 Stylized Rectangle Design color	86356061	10/04/2016	5055122	U.S.	G6 Hospitality IP LLC
CORPORATE PLUS @ 6 Stylized color	85447933	06/12/2012	4157560	U.S.	G6 Hospitality IP LLC
DEJAREMOS LAS LUCES ENCENDIDAS PARA TI	75884283	02/18/2003	2688967	U.S.	G6 Hospitality IP LLC
EXTEND YOUR STAY, NOT YOUR BUDGET	76451128	08/12/2003	2749965	U.S.	G6 Hospitality IP LLC
G6 HOSPITALITY Stylized color	85712286	09/10/2013	4401540	U.S.	G6 Hospitality IP LLC
G6 Stylized color	86421047	03/31/2015	4712639	U.S.	G6 Hospitality IP LLC
GR·O·W 6 (GROW) Stylized	86738772	02/28/2017	5152032	U.S.	G6 Hospitality IP LLC
Hotel6 (vertical design and red color)	87668215	04/30/2019	5737038	U.S.	G6 Hospitality IP LLC
LEAVE THE LIGHT ON and Bulb Design	87084461	11/27/2018	5617898	U.S.	G6 Hospitality IP LLC
MORE IN YOUR ROOM, LESS ON YOUR BILL	78629564	09/19/2006	3146894	U.S.	G6 Hospitality IP LLC
MOTEL 6	74229263	01/11/1994	1816233	U.S.	G6 Hospitality IP LLC

Mark	Application #	Registration Date	Registration #	Country	Registered Owner
MOTEL 6	86824905	07/12/2016	4997433	U.S.	G6 Hospitality IP LLC
MOTEL 6 and 1961 straight design	72229993	01/17/1967	0822563	U.S.	G6 Hospitality IP LLC
MOTEL 6 and 1997 design	75372165	10/20/1998	2198435	U.S.	G6 Hospitality IP LLC
MOTEL 6 and 1997 Design color	75496182	07/27/1999	2264831	U.S.	G6 Hospitality IP LLC
MOTEL 6 and 2008 Design	77624804	07/28/2009	3660463	U.S.	G6 Hospitality IP LLC
MOTEL 6 and 2008 Design (Temp. acc.)	86824907	07/12/2016	4997434	U.S.	G6 Hospitality IP LLC
MOTEL 6 and 2008 Design color	86022910	03/18/2014	4497511	U.S.	G6 Hospitality IP LLC
MOTEL 6 and 2008 Design color (Big)	87012543	10/25/2016	5068761	U.S.	G6 Hospitality IP LLC
MOTEL 6 CLASSIC	87256668	04/20/2021	6329037	U.S.	G6 Hospitality IP LLC
MOTEL 6 CLASSIC and Design color	87310803	04/20/2021	6329045	U.S.	G6 Hospitality IP LLC
MOTEL 6 STUDIO and Design (dualbrand color) (square)	88008950	09/22/2020	6158692	U.S.	G6 Hospitality IP LLC
My 6 Design color	86739888	02/28/2017	5152034	U.S.	G6 Hospitality IP LLC
OPERATION NEXT STEP and Design	86470991	07/26/2016	5008759	U.S.	G6 Hospitality IP LLC

Mark	Application #	Registration Date	Registration #	Country	Registered Owner
SAVE MORE FOR WHAT YOU TRAVEL FOR	85531749	05/14/2013	4335931	U.S.	G6 Hospitality IP LLC
SIXPENCE INN	73086451	06/28/1977	1068742	U.S.	G6 Hospitality IP LLC
STUDIO 6	75489253	02/22/2000	2320420	U.S.	G6 Hospitality IP LLC
STUDIO 6 and 1999 Design	75645267	02/22/2000	2321455	U.S.	G6 Hospitality IP LLC
STUDIO 6 EXTENDED STAY	75936136	10/09/2001	2495770	U.S.	G6 Hospitality IP LLC
STUDIO 6 EXTENDED STAY and 1999 Design color	75645225	02/22/2000	2321452	U.S.	G6 Hospitality IP LLC
STUDIO 6 EXTENDED STAY and 2011 Design	77773571	09/14/2010	3847087	U.S.	G6 Hospitality IP LLC
STUDIO 6 EXTENDED STAY and 2011 Design color	86947113	03/28/2017	5169617	U.S.	G6 Hospitality IP LLC
Tower Design [SR]	85114498	07/26/2011	4004099	U.S.	G6 Hospitality IP LLC
Tower Design with MOTEL 6 [SR]	85114488	07/26/2011	4004098	U.S.	G6 Hospitality IP LLC
WELCOME and Design [SR]	74510572	08/01/1995	1909607	U.S.	G6 Hospitality IP LLC
WELCOME and Design color	86709583	03/01/2016	4908719	U.S.	G6 Hospitality IP LLC

Mark	Application #	Registration Date	Registration #	Country	Registered Owner
WE'LL LEAVE THE LIGHT ON FOR YOU	74666906	11/26/1996	2018769	U.S.	G6 Hospitality IP LLC