

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MF Holdco 3, LP		02/28/2013	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	The Coryn Group II LLC
Street Address:	7 Campus Blvd
City:	Newton Square
State/Country:	PENNSYLVANIA
Postal Code:	19073
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Registration Number:	4218664	#1 TO THE SUN
Registration Number:	3822629	A LUXURIOUS INDULGENCE WITHOUT THE GUILT
Registration Number:	2776812	AMRESORTS
Registration Number:	4150126	AMRESORTS MASTERS OF VACATION INNOVATION
Registration Number:	1812427	APPLE
Registration Number:	2662971	
Registration Number:	2666329	
Registration Number:	2666330	APPLE
Registration Number:	4195604	
Registration Number:	3522316	APPLE LEISURE GROUP
Registration Number:	3577642	APPLE LEISURE GROUP
Registration Number:	1462268	APPLE VACATIONS
Serial Number:	85697764	APPLE VACATIONS
Serial Number:	85697551	APPLE VACATIONS

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TRADEMARK

Registration Number:	3258063	APPLE VACATIONS COLLECTIONS
Registration Number:	3187382	COLLECTIONS
Registration Number:	3077181	DREAMS
Registration Number:	3764565	ENDLESS PRIVILEGES
Registration Number:	4271771	FITCATIONS
Registration Number:	2991380	
Registration Number:	2223758	HAWAII YES YOU CAN!
Registration Number:	3000509	HAWAII-YES YOU CAN
Registration Number:	3946119	NOW JADE
Registration Number:	3959036	NOW RESORTS & SPAS
Registration Number:	2772061	SECRETS
Registration Number:	3126344	SERVICE BEYOND THE CLICK
Registration Number:	2776175	
Registration Number:	3033996	SIZZLIN SPECIALS
Registration Number:	1792975	SQUARE DEALS
Registration Number:	1804809	SUMMERSUN
Registration Number:	2760264	SUNSCAPE
Registration Number:	4071474	SUNSCAPE RESORTS & SPAS
Registration Number:	1748911	SURE SHOT
Registration Number:	3764566	THE ART OF LIFE
Registration Number:	2915877	RAISING ALL-INCLUSIVE TO A NEW LEVEL OF LUXURY
Registration Number:	2891055	
Registration Number:	3237440	UNLIMITED-FUN
Registration Number:	3339887	UNLIMITED-LUXURY
Registration Number:	2986720	USA 3000
Registration Number:	3690886	USA 3000 AIRLINES
Registration Number:	3019096	USA 3000 AIRLINES
Registration Number:	3263058	USA 3000 VACATIONS
Registration Number:	3266323	USA 3000 VACATIONS
Registration Number:	1746110	WINTERSUN
Registration Number:	3755697	ZOETRY
Registration Number:	3684325	ZOËTRY
Registration Number:	3681351	ZOËTRY WELLNESS & SPA RESORTS

CORRESPONDENCE DATA

TRADEMARK
REEL: 004969 FRAME: 0344

Fax Number: 6502138158

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

Phone: 6502130300

Email: iprecordations@whitecase.com

Correspondent Name: White & Case LLP / Christina Ishihara

Address Line 1: 3000 El Camino Real, Bldg 5, 9th Floor

Address Line 4: Palo Alto, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	1155735-0044
NAME OF SUBMITTER:	Christina Ishihara
Signature:	/Christina Ishihara/
Date:	02/28/2013

Total Attachments: 6

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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “**Agreement**”), dated as of February 28, 2013 (the “**Effective Date**”), is made by MF Holdco 3, LP, a Delaware limited partnership (the “**Secured Party**”), in favor of The Coryn Group II LLC, a Delaware limited liability company (the “**Grantor**”).

WITNESSETH:

WHEREAS, the Grantor, entered into that certain security agreement dated as of December 27, 2012 (the “**Security Agreement**”), with the Secured Party, notice of which was recorded January 4, 2013, at the United States Patent and Trademark Office at Reel 4933, Frame 0906 in the form of that certain Trademark Security Agreement, dated as of December 27, 2012 (the “**Trademark Security Agreement**”).

WHEREAS, Grantor granted the Secured Party, under the terms of the Security Agreement, a continuing security interest (the “**Security Interest**”) in favor of the Secured Party, in and to certain of Grantor’s intellectual property, including without limitation the collateral described below and all of the goodwill of the business connected with the use of, and symbolized by, the Trademark Collateral (as defined below).

WHEREAS, pursuant to its obligations under the Security Agreement, the Secured Party shall hereby terminate and release its security interest in all such collateral as herein provided.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the Secured Party, for itself and on behalf of the lenders in association with the Security Interest, hereby agrees as follows:

A. Definitions. Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

B. Release of Security Interest. Secured Party hereby releases, terminates and discharges all liens and the Security Interest, hereby waives and relinquishes all its rights, powers, privileges and remedies with respect to Grantor and its successors and assigns in association with the Security Interest, and hereby releases Grantor and its successors and assigns from all covenants, obligations, liabilities and warranties in association with the Security Interest, in the following (the “**Trademark Collateral**”):

- (a) all Trademarks (as defined in the Security Agreement), including those referred to in **Schedule A** hereto;
- (b) all Trademark Licenses (as defined in the Security Agreement) to the extent the grant of a security interest in such Trademark License would not constitute or result in a breach, termination or default thereunder or otherwise be prohibited by applicable law;

- (c) all reissues, reexaminations, extensions or renewals of any of the items described in clause (a) and (b);
- (d) all of the goodwill of the business connected with the use of, and symbolized by the items described in clause (a) and (b); and
- (e) all products and proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present, or future infringement or dilution of any Trademark or Trademark License, or for any injury to the goodwill associated with the use of any Trademark or Trademark License or for enforcement of any Trademark or Trademark License.

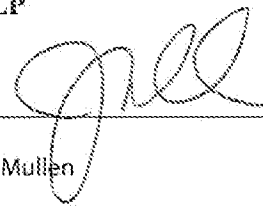
C. Further Assurances. Secured Party shall execute such further documents that the Grantor may reasonably request to further confirm this release of security interest in the Trademark Collateral in the United States Patent and Trademark Office or as otherwise reasonably required.

* * * * *

IN WITNESS WHEREOF, the Collateral Agent has caused this Agreement to be duly executed and delivered by its officer hereunto duly authorized as of the Effective Date.

MF HOLDCO 3, LP

By: _____



Name: Jeff Mullen
Title:

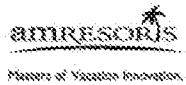




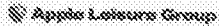
Date: February 28, 2013





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TRADEMARK
REEL: 004969 FRAME: 0348

Schedule A

TRADEMARK REGISTRATIONS AND APPLICATIONS

No.	Mark	App. No.	Filing Date	Reg. No.	Reg. Date
1.	#1 TO THE SUN	85/235676	2/7/2011	4218664	10/2/2012
2.	A LUXURIOUS INDULGENCE WITHOUT THE GUILT	77/601332	10/27/2008	3822629	7/20/2010
3.	AMRESORTS	78/076621	7/31/2001	2776812	10/21/2003
4.	AMRESORTS and Design 	85/440343	10/5/2011	4150126	5/29/2012
5.	APPLE	74/362361	2/26/1993	1812427	12/21/1993
6.	Apple (Slashed) Design 	76/373282	2/22/2002	2662971	12/17/2002
7.	Apple (Full) Design 	76/373279	2/22/2002	2666329	12/24/2002
8.	APPLE and Design 	76/373280	2/22/2002	2666330	12/24/2002
9.	APPLE DESIGN 	85/313457	5/5/2011	4195604	8/21/2012
10.	APPLE LEISURE GROUP	77/368506	1/10/2008	3522316	10/21/2008
11.	APPLE LEISURE GROUP and Design 	77/368525	1/10/2008	3577642	2/17/2009
12.	APPLE VACATIONS	73/633543	12/4/1986	1462268	10/20/1987

No.	Mark	App. No.	Filing Date	Reg. No.	Reg. Date
13.	APPLE VACATIONS	85/697764	8/7/2012		
14.	APPLE VACATIONS AND DESIGN 	85/697551	8/7/2012		
15.	APPLE VACATIONS COLLECTIONS	78/830423	3/6/2006	3258063	7/3/2007
16.	COLLECTIONS	78/835448	3/13/2006	3187382	12/19/2006
17.	DREAMS	76/585607	4/8/2004	3077181	4/4/2006
18.	ENDLESS PRIVILEGES	77/601304	10/27/2008	3764565	3/23/2010
19.	FITCATIONS	85/628694	5/17/2012	4271771	1/8/2013
20.	Floral Print Design 	76/592640	5/17/2004	2991380	9/6/2005
21.	HAWAII YES YOU CAN and Design 	75/316085	6/27/1997	2223758	2/16/1999
22.	HAWAII-YES YOU CAN	76/610062	9/3/2004	3000509	9/27/2005
23.	NOW JADE	85/018366	4/20/2010	3946119	4/12/2011
24.	NOW RESORTS & SPAS	77/919948	1/26/2010	3959036	5/10/2011
25.	SECRETS	76/077684	6/22/2000	2772061	10/7/2003
26.	SERVICE BEYOND THE CLICK	78/683437	8/2/2005	3126344	8/8/2006
27.	Shell Design 	76/151936	10/23/2000	2776175	10/21/2003
28.	SIZZLIN SPECIALS	76/619867	11/8/2004	3033996	12/27/2005
29.	SQUARE DEALS	74/345458	1/4/1993	1792975	9/14/1993
30.	SUMMERSUN	74/345457	1/4/1993	1804809	11/16/1993
31.	SUNSCAPE	78/074716	7/19/2001	2760264	9/2/2003

No.	Mark	App. No.	Filing Date	Reg. No.	Reg. Date
32.	SUNSCAPE RESORTS & SPAS and Design 	85/097206	7/30/2010	4071474	12/13/2011
33.	SURE SHOT	74/280032	6/1/1992	1748911	1/26/1993
34.	THE ART OF LIFE	77/601335	10/27/2008	3764566	3/23/2010
35.	RAISING ALL-INCLUSIVE TO A NEW LEVEL OF LUXURY	76/567122	12/29/2003	2915877	1/4/2005
36.	Turtle Design 	76/552653	10/20/2003	2891055	10/05/2004
37.	UNLIMITED-FUN	78/942293	8/1/2006	3237440	5/1/2007
38.	UNLIMITED-LUXURY	78/942351	8/1/2006	3339887	11/20/2007
39.	USA 3000	76/121848	9/5/2000	2986720	8/23/2005
40.	USA 3000 AIRLINES	76/121846	9/5/2000	3690886	10/6/2009
41.	USA 3000 AIRLINES and Design 	76/572976	1/29/2004	3019096	11/29/2005
42.	USA 3000 VACATIONS	78/782439	12/29/2005	3263058	7/10/2007
43.	USA 3000 VACATIONS and Design 	78/782657	12/29/2005	3266323	7/17/2007
44.	WINTERSUN	74/279822	6/1/1992	1746110	1/12/1993
45.	ZOETRY	77/592208	10/14/2008	3755697	3/2/2010
46.	ZOËTRY	77/592589	10/14/2008	3684325	9/15/2009
47.	ZOËTRY WELLNESS & SPA RESORTS and Design 	77/602684	10/29/2008	3681351	9/8/2009