

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Branch Banking and Trust Company		06/26/2013	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	The Homestead, L.C.
Street Address:	1766 Homestead Drive
City:	Hot Springs
State/Country:	VIRGINIA
Postal Code:	24445
Entity Type:	LIMITED LIABILITY COMPANY: VIRGINIA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4063820	THE HOMESTEAD RESORT & SPA
Registration Number:	3789713	THE HOMESTEAD RESORT & SPA
Registration Number:	3789711	THE HOMESTEAD RESORT & SPA
Registration Number:	1178585	THE HOMESTEAD
Registration Number:	2398895	THE HOMESTEAD
Registration Number:	1303289	

CORRESPONDENCE DATA

Fax Number: 2149651633
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 214-965-1613
 Email: lindsay.buzbee@ctt.com
 Correspondent Name: Lindsay Buzbee
 Address Line 1: 2828 Routh Street
 Address Line 2: Suite 800

OP \$165.00 4063820

Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	Lindsay Buzbee
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Signature:	/lbuzbee/
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Date:	07/02/2013
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Total Attachments: 3

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RELEASE OF SECURITY INTEREST

This Release Of Security Interest is made this 26th day of June, 2013, by Branch Banking and Trust Company, holder of security interest in and to the Trademarks (defined below) ("Secured Party").

WHEREAS, Secured Party is the holder of security interests in and to the trademarks owned by The Homestead, L.C. and set forth on Exhibit A attached hereto (the "Trademarks").

NOW THEREFORE, for good and valuable consideration, Secured Party hereby releases and terminates all of its security interest in and to the Trademarks, and any other intellectual property which may be included in the IP Security Agreement dated June 28, 2012 between the parties, including, without limitation, the registrations described in Exhibit A.

The parties shall with reasonable diligence do all things and provide all reasonable assurances as may be required to complete the transactions contemplated by this agreement, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to this agreement and to carry out its provisions.

* * * * *

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IN WITNESS WHEREOF, Secured Party has caused this Release of Security Interest in the Trademarks to be duly executed by its authorized officer as of the day and year first written above.

BRANCH BANKING AND TRUST COMPANY

By: 

Name: _____

J. NEAL LINEBERRY

Title: _____

SENIOR VICE PRESIDENT

EXHIBIT A

Trademarks:

THE HOMESTEAD RESORT & SPA	U.S. Trademark Registration No. 4063820
THE HOMESTEAD RESORT & SPA	U.S. Trademark Registration No. 3789713
THE HOMESTEAD RESORT & SPA	U.S. Trademark Registration No. 3789711
THE HOMESTEAD (& Design)	U.S. Trademark Registration No. 1178585
THE HOMESTEAD	U.S. Trademark Registration No. 2398895
Design Mark (Homestead Logo)	U.S. Trademark Registration No. 1303289