#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM325003

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** Release of Security Interest

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
Ares Capital Corporation, as Agent		10/17/2014	CORPORATION: MARYLAND	

#### **RECEIVING PARTY DATA**

Name:	Highgate Hotels, L.P,	
Street Address:	545 E. John Carpenter Fwy, Suite 1400	
City:	Irving	
State/Country:	TEXAS	
Postal Code:	75062	
Entity Type:	LIMITED PARTNERSHIP: DELAWARE	

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark	
Registration Number:	3978579	CITYHOUSE	
Registration Number:	3887012	CITYHOUSE	
Registration Number:	4099605	HIGHGATE HOTELS	

#### **CORRESPONDENCE DATA**

Fax Number:

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.

Email: michael.barys@thomsonreuters.com

**Correspondent Name:** James Murray

Address Line 1: 4400 Easton Commons Way Suite 125

Address Line 2: **CT Lien Solutions** 

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	James Murray
SIGNATURE:	/Michael Barys TR/
DATE SIGNED:	12/03/2014

#### **Total Attachments: 6**

900308912

source=Highgate TM Release#page1.tif source=Highgate TM Release#page2.tif source=Highgate TM Release#page3.tif source=Highgate TM Release#page4.tif

REEL: 005412 FRAME: 0992

TRADEMARK

source=Highgate TM Release#page5.tif source=Highgate TM Release#page6.tif

## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Termination and Release"), dated as of October 17, 2014, is granted by Ares Capital Corporation, a Maryland corporation, located at 245 Park Avenue, 44th Floor East New York, NY 10167, as administrative agent (the "Agent") for certain financial institutions, in favor of Highgate Hotels, L.P., a Delaware limited partnership with its principal place of business located at 545 E. John Carpenter Freeway, Suite 1400, Irving, TX 75062 (the "Grantor").

WHEREAS, pursuant to that certain Guaranty and Security Agreement, dated as of September 18, 2014, made by Castle Management Holdco LLC, a Delaware limited liability company, Castle Management Borrower LLC, a Delaware limited liability company, the Grantor and each of the other entities listed on the signature pages thereof, in favor of the Agent (the "Guaranty and Security Agreement"), the Grantor granted the Agent a security interest (the "Security Interest") in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of September 18, 2014, made by the Grantor in favor of the Agent, (the "<u>Trademark Security Agreement</u>"), the Grantor, by reference to the Guaranty and Security Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in the Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on September 18, 2014, at Reel 005365 and Frame 0337; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

- 1. The term "<u>Trademark Collateral</u>," as used in this Termination and Release, shall mean all of the Grantor's right, title and interest to and under the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (including those items listed on <u>Schedule 1</u> attached hereto):
  - (a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including the registrations and applications referred to in <u>Schedule 1</u> attached hereto and all extensions or renewals of any of the foregoing;

SC1:3730042.2

- (b) all of the goodwill of the business connected with the use of and symbolized by the foregoing;
- (c) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and
- (d) all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit.
- 2. <u>Release of Security Interest</u>. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.
- 3. <u>Further Assurances</u>. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated by this Termination and Release.

[Signature page follows.]

[Termination and Release Signature Page]

# IN WITNESS WHEREOF, the undersigned has caused this Termination and Release to be duly executed by its officer thereunto duly authorized as of the date first written above.

ARES CAPITAL CORPORATION,

as Agent

Ву:\_\_\_

Name: Title:

Penni Roll

**Authorized Signatory** 

{Termination and Release Signature Page]

STATE OF New York ) ss.:
COUNTY OF Ment )
On this day of Other, 2014, before me, the undersigned, a notary public in and for said state and county, personally appeared Penni Roll, personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of Ares Capital Corporation, a Maryland corporation, as the authorized Support of said instrument was duly authorized by said corporation.
El Notar Public Checon Checonore
(Affix Seal Below)
ELIZABETH ORECCA Notary Public - State of New York NO. 01CR6202535 Qualified in New York County My Commission Expires Mar. 16, 2017

### Schedule 1

<u>Mark</u>	Registration Number	Filed Date	<u>Owner</u>	<u>Jurisdiction</u>
Cityhouse	3,978,579	2/13/2009	Highgate Hotels, L.P.	USPTO
	SN 77-670,636	· · · · · · · · · · · · · · · · · · ·	1101015, 12.1	
Cityhouse (stylized)	3,887,012	2/13/2009	Highgate Hotels, L.P.	USPTO
	SN 77-670,660			
Highgate Hotels (stylized)	4,099,605	4/15/2009 Highgate	Highgate Hotels, L.P.	USPTO
(Stylized)	SN 77-982,743		1101013, L.I .	

SC1:3730042.2

**RECORDED: 12/03/2014**