

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342943

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITIZENS BANK, National Association	FORMERLY RBS CITIZENS, N.A.	05/29/2015	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Bonotel LLC		
Street Address:	3773 Howard Hughes Parkway		
Internal Address:	Suite 390, Hughes Center		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89167		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2519252	BONOTEL EXCLUSIVE TRAVEL	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<i>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.</i>			
Phone:	704 503 2600		
Email:	vbantug@kslaw.com		
Correspondent Name:	KING & SPALDING		
Address Line 1:	100 N TRYON STREET		
Address Line 2:	SUITE 3900		
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	18588.015097		
NAME OF SUBMITTER:	Vicky R. Bantug		
SIGNATURE:	/Vicky R. Bantug/		
DATE SIGNED:	06/01/2015		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT
NOTICE OF TERMINATION AND RELEASE

This NOTICE OF TERMINATION AND RELEASE is dated as of May 29, 2015 and made by Bonotel LLC, a Delaware limited liability company (the “Grantor”) and Citizens Bank, National Association (formerly known as RBS Citizens, N.A.), as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

WITNESSETH

WHEREAS, pursuant to the terms of that certain Intellectual Property Security Agreement dated as of February 28, 2014, by Grantor in favor of the Collateral Agent (the “Security Agreement”), Grantor granted a security interest in certain intellectual property;

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on March 4, 2014 at Reel 5229/Frame 0634;

WHEREAS, Grantor’s liabilities have been paid in full and all commitments have been terminated; and

WHEREAS, the Collateral Agent has terminated the Security Agreement and has agreed to terminate and release all of its security interests in the Trademarks (as defined below), which Grantor had previously granted to the Collateral Agent.

NOW THEREFORE for good and valuable consideration the receipt and adequacy of which are hereby acknowledged and upon the terms set forth in this release, the Collateral Agent hereby terminates and releases its security interests in the Trademarks as follows:

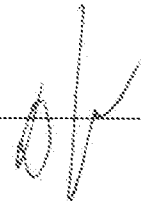
1. Incorporation of Prior Agreements. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.
2. Release of Security Interests. The Collateral Agent hereby terminates and releases all of its security interests in the following:
 - a. all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing, a “Trademark”), all registrations and all applications in connection therewith, whether pending or in preparation for filing, including all common law rights in the Trademark and registrations and applications in the United States Patent and Trademark Office or in any office or agency of the United States Patent and Trademark Office or any State thereof or any foreign country, including those listed on Schedule A;
 - b. all Trademark licenses;

- c. all extensions or renewals of any item described in clause (a) or (b);
 - d. all of the goodwill of the business connected with the use of, and symbolized by, any Trademark described in clause (a) or (b); and
 - e. all 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, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to on Schedule A, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.
3. Further Assurances. The Collateral Agent hereby agrees to execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of security interests contemplated hereby.

IN WITNESS WHEREOF, the Grantor has caused this Notice of Termination and Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

BONOTEL LLC, a Delaware limited liability company

By: _____
Name:
Title:



Acknowledged and Agreed to as of the date hereof:

COLLATERAL AGENT:

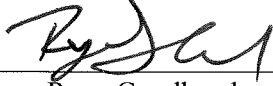
CITIZENS BANK, NATIONAL ASSOCIATION

By: _____
Name:
Title:

Acknowledged and Agreed to as of the date hereof:

COLLATERAL AGENT:

CITIZENS BANK, NATIONAL ASSOCIATION

By:  _____
Name: Ryan Goodband
Title: Director

Schedule A

Registered Trademarks

<u>Trademark</u>	<u>Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>
BONOTEL EXCLUSIVE TRAVEL	Bonotel LLC	2519252	December 18, 2001