CH \$90.00 200

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM382758

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|---------------------|
| Crédit Agricole Corporate and Investment Bank | | 04/25/2016 | Corporation: FRANCE |

RECEIVING PARTY DATA

| Name: | Interstate Hotels, LLC | | |
|-------------------|--|--|--|
| Street Address: | c/o Interstate Operating Company, L.P. | | |
| Internal Address: | 4501 North Fairfax Drive, Suite 500 | | |
| City: | Arlington | | |
| State/Country: | VIRGINIA | | |
| Postal Code: | 22203 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |

PROPERTY NUMBERS Total: 3

| Property Type | Number | Word Mark | |
|----------------------|---------|----------------------|--|
| Registration Number: | 2008314 | CROSSROADS | |
| Registration Number: | 1561603 | REGATTA | |
| Registration Number: | 2027750 | SAWGRASS SPECIALTIES | |

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: jbraibanti@paulweiss.com

Correspondent Name: Jill Braibanti

Address Line 1: 1285 Avenue of the Americas

Address Line 2: Paul, Weiss, Rifkind, Wharton & Garrison

Address Line 4: New York, NEW YORK 10019

| NAME OF SUBMITTER: | Jill Braibanti |
|--------------------|------------------|
| SIGNATURE: | /Jill Braibanti/ |
| DATE SIGNED: | 05/03/2016 |

Total Attachments: 4

source=Release - CA - Interstate Hotels LLC#page1.tif source=Release - CA - Interstate Hotels LLC#page2.tif

TRADEMARK REEL: 005783 FRAME: 0441 source=Release - CA - Interstate Hotels LLC#page3.tif source=Release - CA - Interstate Hotels LLC#page4.tif

TRADEMARK REEL: 005783 FRAME: 0442

NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), effective as of April 25, 2016, is made by Crédit Agricole Corporate and Investment Bank, a French banking corporation, as successor in interest to Credit Lyonnais New York Branch in its capacity as Collateral Agent (the "Collateral Agent"), in favor of Interstate Hotels, LLC (the "Company"), pursuant to that certain Credit Agreement dated as of June 25, 1996, (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") among Interstate Hotels Company, Interstate Hotels Corporation ("IHC"), the Collateral Agent, and the other parties signatories thereto.

WITNESSETH:

WHEREAS, in connection with the Credit Agreement, IHC entered into that Security Agreement dated as of June 25, 1996 in favor of the Collateral Agent and, in connection therewith, the Company entered into that certain Assignment of Security Interest in United States Trademarks dated as of June 25, 1996 in favor of the Collateral Agent, which was recorded with the U.S. Patent and Trademark Office on January 16, 1997 at Reel/Frame No. 001546/0633 (the "Assignment of Security Interest");

WHEREAS, pursuant to the Assignment of Security Interest, IHC granted to the Collateral Agent a security interest in and to all of its right, title and interest in and to certain Collateral, including but not limited to the trademarks, service marks and trademark and service mark registrations and applications set forth on Schedule I attached hereto (the "Trademarks"), and the goodwill of the business connected with the use of, and symbolized by, such Trademarks, and any and all proceeds of the foregoing:

WHEREAS, pursuant to that certain Trademark Assignment dated March 19, 1999, IHC assigned all of its right, title and interest in and to the Trademarks to the Company, which assignment was recorded with the U.S. Patent and Trademark Office on March 29, 1999 at Reel/Frame No. 1877/0708;

WHEREAS, the Company has requested that the Collateral Agent release any and all right, title and interest it may have in the Trademarks pursuant to the Assignment of Security Interest, and the Collateral Agent has agreed to do so; and

WHEREAS, the Collateral Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent agrees, for the benefit of the Company, as follows:

SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Assignment of Security Interest, as applicable.

TRADEMARK REEL: 005783 FRAME: 0443 SECTION 2. <u>Release of Security Interest</u>. The Collateral Agent does hereby release, relinquish and discharge its security interest in, and right of setoff against, all of the Company's right, title and interest in, to and under the Trademarks and all right, title and interest of the Company in the Trademarks are hereby reassigned by the Collateral Agent to the Company.

SECTION 3. Further Assurances. The Collateral Agent hereby authorizes the Company or the Company's authorized representative to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Collateral Agent in the Trademarks and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Collateral Agent further agrees to execute and deliver to the Company any and all further documents and instruments, and do any and all further acts which the Company (or their agents or designees) reasonably request (at the Company's sole cost and expense) in order to confirm this Release and the Company's right, title and interest in, to and under the Trademarks.

SECTION 4. <u>Choice of Law</u>. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

SECTION 5. <u>Counterparts</u>. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signatures Follow On Next Page.]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

Crédit Agricole Corporate and Investment Bank,

as Collateral Agent

By:____ Name:

Title:

Alex Larrinaga⁽

Director

By:____ Name:

Title:

Hob**ert G. Col**vin

Managing Director

SCHEDULE A

U.S. Trademark Registrations and Applications

| 144 | Res | Acolication No. Filling Cate | Programmes Programmes | mi Casas | Owner | Status Registration Earlie |
|-----|-------------------------|---------------------------------|--------------------------|----------|------------------------|-------------------------------|
| 1. | CROSSROADS | 75010119 13-OCT-1995 | 2008314 15-OCT-1996 | 35 | Interstate Hotels, LLC | Registered |
| 2. | REGATTA | 73775916 23-JAN-1989 | 1561603 17-OCT-1989 | 42 | Interstate Hotels, LLC | Registered |
| 3. | SAWGRASS SPECIALTIES | 74650352 20-MAR-1995 | 2027750 31-DEC-1996 | 42 | Interstate Hotels, LLC | Registered |

TRADEMARK REEL: 005783 FRAME: 0446

RECORDED: 05/03/2016