

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382754

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:	Colony Hotels and Resorts Company		
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:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1469519	COLONY HOTELS & RESORTS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
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			
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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 Colony Hotels and Resorts Company (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"), Interstate Hotels Corporation, the Collateral Agent, and the other parties signatories thereto.

WITNESSETH:

WHEREAS, the Company was, as of the date of the Credit Agreement, a wholly-owned subsidiary of Interstate and, in accordance with the terms of the Credit Agreement, the Company entered into that certain Security Agreement dated as of June 25, 1996 in favor of the Collateral Agent and, in connection therewith, the Company entered 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. 001547/0098 (the "Assignment of Security Interest");

WHEREAS, pursuant to the Assignment of Security Interest, the Company 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, 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. Definitions. 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.

SECTION 2. Release of Security Interest. 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. Choice of Law. 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.

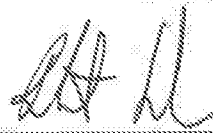
SECTION 5. Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[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: Alex Larrinaga
Title: Director

By: 
Name: Robert G. Colvin
Title: Managing Director

SCHEDULE A

U.S. Trademark Registrations and Applications

No.	Mark	Application No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
1.	COLONY HOTELS & RESORTS COLONY HOTELS & RESORTS	73649826 17-MAR-1987	1469519 15-DEC-1987	42	Colony Hotels and Resorts Company	Registered