

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382755

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, National Association		04/19/2016	National Banking Association: NEW YORK
RECEIVING PARTY DATA			
Name:	Interstate Hotels and Resorts, Inc.		
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: 2			
Property Type	Number	Word Mark	
Registration Number:	2407010	BIGG BLUE MARTINI	
Registration Number:	2407018	BIGG BLUE MARTINI	
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 19, 2016, is made by Bank of America, National Association, in its capacity as administrative agent (the "Administrative Agent"), in favor of Interstate Hotels and Resorts, Inc. (the "Corporation"), pursuant to that certain First Amended and Restated Senior Secured Credit Agreement dated as of July 10, 2009 (as amended, supplemented or otherwise modified, the "Credit Agreement"), among the Corporation, the Administrative Agent and the lenders party thereto from time to time, which Credit Agreement amended and restated that certain Senior Secured Credit Agreement dated as of March 9, 2007 (the "2007 Credit Agreement") by and among Interstate Operating Company, L.P., as Borrower thereunder, the lenders party thereto from time to time and Lehman Commercial Paper Inc. ("Lehman") in its capacity as administrative agent thereunder.

WITNESSETH:

WHEREAS, in connection with the 2007 Credit Agreement, the Corporation entered into (i) that certain Security Agreement dated as of March 9, 2007 (as may be amended, supplemented or otherwise modified, the "2007 Security Agreement") by and among the Corporation as a Pledgor thereunder, the other Pledgors party thereto and Lehman in its capacity as administrative agent thereunder; and (ii) that certain Trademark Security Agreement (the "2007 Trademark Security Agreement"), dated as of March 9, 2007, made in favor of Lehman in its capacity as administrative agent thereunder, which was recorded with the U.S. Patent and Trademark Office on April 5, 2007 at Reel/Frame No. 003516/0497 (the 2007 Trademark Security Agreement together with the 2007 Security Agreement, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, the Corporation granted to Lehman, in its capacity as administrative agent under the 2007 Credit Agreement, 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, in connection with the Credit Agreement, among other things, (i) Lehman resigned as administrative agent under the 2007 Credit Agreement and the Administrative Agent assumed the role of administrative agent pursuant to the Credit Agreement and (ii) pursuant to that certain Assignment and Assumption Agreement, dated as of July 14, 2009, by and between Lehman and the Administrative Agent (the "Assignment"), which was recorded on July 22, 2009 with the U.S. Patent and Trademark Office at Reel/Frame No. 004028/0962, Lehman irrevocably assigned to the Administrative Agent all of Lehman's right and obligations under the Security Agreements;

WHEREAS, the Corporation has requested that the Administrative Agent release any and all right, title and interest it may have in the Trademarks pursuant to the Security Agreements and the Assignment, and the Administrative Agent has agreed to do so; and

WHEREAS, the Administrative 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 Administrative Agent agrees, for the benefit of the Corporation, 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, the Security Agreements and the Assignment, as applicable.

SECTION 2. Release of Security Interest. The Administrative Agent does hereby release, relinquish and discharge its security interest in, and right of setoff against, all of the Corporation's right, title and interest in, to and under the Trademarks and all right, title and interest of the Corporation in the Trademarks are hereby reassigned by the Administrative Agent to the Corporation.

SECTION 3. Further Assurances. The Administrative Agent hereby authorizes the Corporation or the Corporation'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 Administrative Agent further agrees to execute and deliver to the Corporation any and all further documents and instruments, and do any and all further acts which the Corporation (or their agents or designees) reasonably request (at the Corporation's sole cost and expense) in order to confirm this Release and the Corporation'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 Administrative Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

BANK OF AMERICA, NATIONAL
ASSOCIATION,

as Administrative Agent


By: 
Name: MICHAEL P. BRENNAN
Title: VICE PRESIDENT

[Signature Page – Notice of Release of Security Interest in Trademarks]

TRADEMARK
REEL: 005784 FRAME: 0125

SCHEDULE A

U.S. Trademark Registrations and Applications

No.	Mark	Application No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status
1.	BIGG BLUE MARTINI	75576543 26-OCT-1998	2407010 21-NOV-2000	42	Interstate Hotels & Resorts, Inc.	Registered
2.	BIGG BLUE MARTINI 	75578265 26-OCT-1998	2407018 21-NOV-2000	42	Interstate Hotels & Resorts, Inc.	Registered