

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432394

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse		06/12/2017	Unknown:
RECEIVING PARTY DATA			
Name:	Kuilima Resort Company		
Street Address:	300 Crescent Court, Suite 700		
Internal Address:	c/o Turtle Bay Holdings, LLC/Highland Capital Management, LP		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Partnership: HAWAII		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3002995	OCEAN VILLAS AT TURTLE BAY RESORT	
CORRESPONDENCE DATA			
Fax Number:	2024140315		
<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:	2029426989		
Email:	john.rynkiewicz@apks.com		
Correspondent Name:	John P. Rynkiewicz		
Address Line 1:	601 Massachusetts Ave, NW		
Address Line 2:	Arnold & Porter Kaye Scholer LLP		
Address Line 4:	Washington, D.C. 20001		
NAME OF SUBMITTER:	John P. Rynkiewicz		
SIGNATURE:	/John P. Rynkiewicz/		
DATE SIGNED:	06/23/2017		
Total Attachments: 3			
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OP \$40.00 3002995

**RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of June ~~12~~ 2017, is made by **Turtle Bay Holdings, LLC**, as lender ("Holdings"), as successor in interest to Credit Suisse AG, Cayman Islands Branch, as administrative agent and collateral agent ("Credit Suisse").

WHEREAS, Kuilima Resort Company, a Hawaii general partnership (the "Company") is the borrower under that certain First Lien Credit Agreement dated as of September 30, 2005 and amended and restated in its entirety pursuant to that certain Amended and Restated First Lien Credit Agreement, dated as of May 23, 2008 (the "Loan Agreement"), made by the Company and Credit Suisse, pursuant to which the Company granted a security interest in certain trademarks;

WHEREAS Credit Suisse filed the following Notices of Security Interest in Trademarks (collectively, the "Security Interests in Trademarks") (i) recorded with the United States Patent and Trademark Office on **September 30, 2005** on **Reel/Frame 3234/0415**; (ii) recorded with the United States Patent and Trademark Office on **April 3, 2006** on **Reel/Frame 3322/0549**; and (iii) recorded with the United States Patent and Trademark Office on **October 3, 2005** on **Reel/Frame 3323/0629**;

WHEREAS, pursuant to the Credit Agreement the Company granted to Credit Suisse a security interest in the following (the "Trademark Collateral"): (i) the United States trademarks, trademark registrations and trademark applications set forth on Schedule I hereto (the "Marks"), (ii) all Proceeds (as defined in the Security Agreement) and products of the Marks, (iii) the goodwill of the business with which the Marks are associated and (iv) all causes of action arising prior to or after the date of the Grant of Security Interests in U.S. Trademarks for infringement of any of the Marks or unfair competition regarding same;

WHEREAS, pursuant to that certain Assignment and Assumption of First Lien Credit Agreement and Loan Documents dated February 23, 2010 ("Assignment Agreement"), Credit Suisse assigned all of its right, title and interest in, to and under the Loan Agreement and the other Loan Documents, including the security interest in U.S. Trademarks, including, without limitation, its security interest in, and lien on, the Trademark Collateral, to Holdings;

WHEREAS, pursuant to that certain Agreement to Transfer Property dated as of February 23, 2010, executed in connection with the Assignment Agreement, the Company transferred all of its right, title and interest in certain real and personal property, including without limitation the Trademark Collateral to Turtle Bay Resort, LLC, a Hawaii limited liability company ("TBR"); and

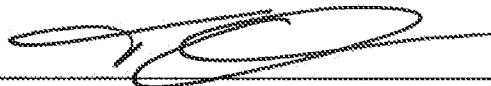
WHEREAS, the Loan Agreement has been terminated, and in connection therewith, Holdings desires to release, without representation, recourse or warranty whatsoever, its security interest in the Trademark Collateral.

NOW THEREFORE, Holdings hereby releases, without representation, recourse or warranty whatsoever, its security interest in the Trademark Collateral granted pursuant to the Loan Agreement and the other Loan Documents in U.S. Trademarks, and Holdings hereby reassigns any and all such right, title and interest (if any) that Holdings may have in the Trademark Collateral to TBR.

Holdings agrees, at TBR's expense, to cooperate with TBR to provide the Company with any additional information or authorization reasonably required or desirable to effect the release of Holding's security interest in the Collateral.

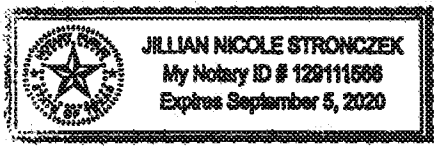
IN WITNESS WHEREOF, Holdings has executed this Release as of the date first above written.

TURTLE BAY HOLDINGS, LLC, a Delaware limited liability company

By: 
Name: Ted Dameris
Title: Authorized Signatory

STATE OF TEXAS)
COUNTY OF DALLAS)


On this 12th day of June, 2017, before me personally appeared Ted Dameris, Authorized Signatory of Turtle Bay Holdings, LLC, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Jillian Stroncsek
Notary Public
My commission expires: 9/05/2020

(seal)

SCHEDULE I
to
RELEASE OF SECURITY INTERESTS IN TRADEMARK COLLATERAL

Mark	Registration No.	Registration Date
OCEAN VILLAS AT TURTLE BAY RESORT	3002995	9/27/2005
	2865448	7/20/2004
TURTLE BAY RESORT	2943124	4/19/2005
TURTLE BAY RESORT	2837438	4/27/2004