# CH \$40.00 11999

ETAS ID: TM454588

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE:

NEW ASSIGNMENT

Release of Security Interest in Trademarks Previously Recorded at Reel/Frame (0727/0851)

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		10/10/2017	National Banking Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Deer Valley Resort Company, LLC		
Street Address:	2250 Deer Valley Dr. South		
Internal Address:	P.O. Box 889		
City:	Park City		
State/Country:	UTAH		
Postal Code:	84060		
Entity Type:	Limited Liability Company: UTAH		

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1199979	DEER VALLEY

### CORRESPONDENCE DATA

**Fax Number:** 6502515002

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.

Phone: (650) 251-5027
Email: jmull@stblaw.com
Correspondent Name: Marcela Robledo
Address Line 1: 2475 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	051809/0096
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	12/14/2017

# **Total Attachments: 3**

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TRADEMARK REEL: 006228 FRAME: 0642

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TRADEMARK REEL: 006228 FRAME: 0643

### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is dated as of October 10, 2017 by WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as creditor (the "Creditor"), in favor of DEER VALLEY RESORT COMPANY, LLC, a Utah limited liability company (the "Grantor"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (as defined below).

WHEREAS, the Grantor and the Creditor entered into that certain Amended, Supplemented and Restated Trust Deed with Assignment of Rents, Security Agreement and Financing Statement, dated as of May 29, 1990 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, in connection with the Security Agreement, the Grantor executed and delivered to the Creditor that certain Notice of Security Interest, undated (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), and the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 24, 1990 at reel/frame number 0727/0851;

WHEREAS, pursuant to the terms and conditions of the Security Agreement and the Trademark Security Agreement, the Grantor granted to the Creditor a security interest (the "Security Interest") in all of the Grantor's right, title and interest in, to and under certain collateral, including in the trademarks listed in Schedule A hereto (the "Trademark Collateral"); and

WHEREAS, the Creditor desires to terminate and release the Security Interest in the Trademark Collateral, and wishes to provide a document suitable for recording in the United States Patent & Trademark Office for purposes of recording the termination, release and discharge of its security interest in and to the Trademark Collateral.

**NOW, THEREFORE,** for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Creditor hereby agrees as follows:

- The Creditor hereby terminates, releases and forever discharges the Security Interest in the Trademark Collateral, terminates the Trademark Security Agreement, and retransfers and reassigns to the Grantor any right, title or interest that the Creditor may have in, to or under the Trademark Collateral.
- The Creditor hereby authorizes and requests that the United States Patent and Trademark
  Office note and record the release hereby given and authorizes any other filings necessary
  to evidence the termination, release and discharge of the Creditor's Security Interest in
  the Trademark Collateral.
- This Release shall be governed by, and shall be construed and enforced in accordance
  with, the laws of the State of New York without regard to conflict of laws principles
  thereof that would result in the application of any law other than the laws of the State of
  New York.

TRADEMARK REEL: 006228 FRAME: 0644 IN WITNESS WHEREOF, the Creditor has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Creditor

By:

Name: ROGER W. GOOFFEY

Title:

VECE PRESCOUNT

[Signature Page to Release of Security Interest in Trademarks]

# SCHEDULE A

ÉGB

# RELEASE OF SECURITY INTEREST IN TRADEMARKS

Registration/ Application No. (indicate if an application) Registration/ Application Date Jurisdiction of Registration/ Application (USPTO or Description of Trademarks or Service Marks

State of California)

1,199,979

6/29/1982

USPTO

DEER VALLEY

TRADEMARK REEL: 006228 FRAME: 0646

**RECORDED: 12/14/2017**