

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455210

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, NATIONAL ASSOCIATION		12/19/2017	Bank: UNITED STATES

RECEIVING PARTY DATA

Name:	AAF Holdings LLC
Street Address:	2855 Le Juene Road
Internal Address:	4th Floor
City:	Coral Gables
State/Country:	FLORIDA
Postal Code:	33134
Entity Type:	Limited Liability Company: DELAWARE
Name:	TOD Food & Beverage OpCo LLC
Street Address:	2855 Le Juene Road
Internal Address:	4th Floor
City:	Coral Gables
State/Country:	FLORIDA
Postal Code:	33134
Entity Type:	Limited Liability Company: DELAWARE
Name:	All Aboard Florida - Operations LLC
Street Address:	2855 Le Juene Road
Internal Address:	4th Floor
City:	Coral Gables
State/Country:	FLORIDA
Postal Code:	33134
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	86197951	BRIGHT
Serial Number:	86197939	BRIGHTLINE
Serial Number:	86197944	BRIGHT RAIL
Serial Number:	86781062	MIAMICENTRAL

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86485844	GASTROHUB
Serial Number:	86938778	CENTRALFARE

CORRESPONDENCE DATA

Fax Number: 2127352000

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: 212-735-2811

Email: mribando@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: Four Times Square

Address Line 2: Monique L. Ribando

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	029710/759
NAME OF SUBMITTER:	Oren Epstein
SIGNATURE:	/OE/
DATE SIGNED:	12/20/2017

Total Attachments: 4

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RELEASE OF TRADEMARK SECURITY INTEREST

This Release of Trademark Security Interest (this “Release”) made as of December 19, 2017, is granted by WELLS FARGO BANK, NATIONAL ASSOCIATION, a United States Bank located at 7000 Central Parkway, NE, Suite 550, Atlanta, Georgia 30328, in its capacity as collateral agent (the “Collateral Agent”), in favor of AAF Holdings LLC, a Delaware limited liability company (“AAF Holdings”), TOD Food & Beverage OpCo LLC, a Delaware limited liability company, and All Aboard Florida – Operations LLC, a Delaware limited liability company, each located at 2855 Le Juene Road, 4th Floor, Coral Gables, Florida 33134 (collectively, the “Grantors”, and each individually, a “Grantor”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to those terms in the Trademark Security Agreements (as defined below).

WHEREAS, a Security Agreement dated as of July 1, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) was entered into by and among the Grantors, Collateral Agent and the other parties thereto;

WHEREAS, in connection with the Security Agreement, (i) AAF Holdings executed and delivered to the Collateral Agent a Trademark Security Agreement, dated as of July 1, 2014 (the “2014 Trademark Security Agreement”), which was recorded with the United States Patent and Trademark Office on July 1, 2014 at Reel/Frame 5314/0074, and (ii) the Grantors executed and delivered to the Collateral Agent a Trademark Security Agreement, dated as of April 4, 2016 (the “2016 Trademark Security Agreement”, together with the 2014 Trademark Security Agreement, as amended, restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreements”);

WHEREAS, pursuant to the terms and conditions of the Security Agreement and the Trademark Security Agreements, each Grantor pledged and granted to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of its trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers and designs, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration applications filed in connection therewith in the United States Patent and Trademark Office and all renewals thereof and all goodwill associated therewith or symbolized thereby and all proceeds thereof, including without limitation, the trademarks set forth on Schedule A hereto (collectively, the “Released Collateral”);

WHEREAS, pursuant to the terms and conditions set forth in the Security Agreement and the Trademark Security Agreements, the Collateral Agent has agreed to release and terminate its lien on and security interest in the Released Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and the Collateral Agent hereby agree as follows:

Section 1. Release of Security Interest. The Collateral Agent hereby (i) releases, terminates and forever discharges fully its lien on and security interest in all right, title and

interest in, to or under the Released Collateral, whether arising under the Security Agreement, the Trademark Security Agreements or otherwise, and (ii) reassigns and transfers to the Grantors any right, title and interest that the Collateral Agent may have in, to or under the Released Collateral.

Section 2. Further Assurances. The Collateral Agent hereby authorizes the Grantors or the Grantors' 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 Released Collateral, 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 Grantors any and all further documents and instruments, and do any and all further acts, which the Grantors' (or their agents or designees) reasonably request (at the Grantors' sole cost and expense) in order to confirm this Release and Grantors' right, title, and interest in or to the Released Collateral.

Section 3. Governing Law. This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to conflicts of laws principles thereof.

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IN WITNESS WHEREOF, the Collateral Agent has duly executed and delivered this Release as of the day and year first written above.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent

By: Barry D. Somrock

Name:

Title:

Barry D. Somrock
Vice President

**SCHEDULE A
TO
RELEASE OF TRADEMARK SECURITY AGREEMENT**

<u>JURISDICTION</u>	<u>TRADEMARK</u>	<u>APP. NO.</u>	<u>APP. DATE</u>	<u>RECORD OWNER</u>
United States	BRIGHT	86/197,951	2/19/2014	AAF Holdings LLC
United States	BRIGHT LINE	86/197,939	2/19/2014	AAF Holdings LLC
United States	BRIGHT RAIL	86/197,944	2/19/2014	AAF Holdings LLC
United States	MIAMICENTRAL	86/781062	10/7/2015	AAF Holdings LLC
United States	GASTROHUB	86/485844	3/14/2016	All Aboard Florida - Operations LLC
United States	CENTRALFARE	86/938778	3/14/2016	TOD Food & Beverage OpCo LLC