

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM480686

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WELLS FARGO BANK, NATIONAL ASSOCIATION		06/26/2018	National Banking Association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UCF HOTEL VENTURE III		
<b>Street Address:</b>	6601 Adventure Way		
<b>City:</b>	ORLANDO		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32819		
<b>Entity Type:</b>	Partnership: FLORIDA		
<b>Composed Of:</b>	<ul style="list-style-type: none"> <li>Universal Studios Hotel III, LLC, a DELAWARE Limited Liability Company, and LOHP, III LLC, a, DELAWARE, Limited Liability Company</li> </ul>		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5100829	SAPPHIRE FALLS RESORT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7136502400		
<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>			
<b>Email:</b>	jcawlf@winstead.com		
<b>Correspondent Name:</b>	ROBERT SHADDOX		
<b>Address Line 1:</b>	WINSTEAD PC		
<b>Address Line 2:</b>	600 TRAVIS, SUITE 5200		
<b>Address Line 4:</b>	HOUSTON, TEXAS 77002		
<b>ATTORNEY DOCKET NUMBER:</b>	35705-34		
<b>NAME OF SUBMITTER:</b>	Robert Shaddox		
<b>SIGNATURE:</b>	/Robert Shaddox/		
<b>DATE SIGNED:</b>	07/05/2018		
<b>Total Attachments: 4</b>			
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Release of Security Interest in Trademark Rights

June 26, 2018

**WHEREAS**, reference is made to that certain Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of June 27, 2014, made by UCF HOTEL VENTURE III, a Florida general partnership, as mortgagor (the “**Mortgagor**”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent, as mortgagee (the “**Mortgagee**”), recorded on June 27, 2014 as Document No. 20140320074 in Official Records Book 10765, Page 8595, Public Records of Orange County, Florida, as amended by that certain First Amendment to Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated January 9, 2015 and recorded in Official Records Book 10859, Page 5459, said Public Records, as said amendment was corrected by the instrument recorded in Official Records Book 10869, Book 4194, said Public Records, as affected by that certain Partial Release of Mortgage and Assignment of Leases dated as of August 10, 2016 and recorded on August 19, 2016 as Document No. 20160434797 in said Public Records (the “**Mortgage**”);

**WHEREAS**, by a certain Trademark Security Agreement, dated as of September 10, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Agreement**”; terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Agreement), by the Mortgagor in favor of the Mortgagee, which Agreement was recorded with the United States Patent and Trademark Office (the “**USPTO**”) on October 6, 2014 on reel 5375 frame 0722, the Mortgagor pledged and granted a lien on and security interest in and to all of the Mortgagor’s right, title and interest in, to and under all the Trademarks and Licenses of the Mortgagor (the “**Pledged Collateral**”) to the Mortgagee for the benefit of the Lenders; and

**WHEREAS**, the Mortgagee has agreed at the request of the Mortgagor to release the collateral pledge, grant, lien and security interest in the Trademarks and Licenses under the Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

*SECTION 1. Release of Security Interest in Pledged Collateral.*

(a) The Mortgagee hereby terminates the Agreement and the Mortgagee hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the Pledged Collateral (including, without limitation, the Trademarks and Licenses set forth on Schedule I attached hereto) and any property related thereto.

(b) If and to the extent the Mortgagee has acquired any right, title or interest in, to or under any of the Pledged Collateral or any property related thereto, the Mortgagee assigns, transfers, conveys and delivers such right, title or interest to the Mortgagor.

(c) The Mortgagee shall take all further actions, and provide to the Mortgagor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Mortgagor to more fully and effectively effectuate the purposes of this Release of Security Interest in Trademark Rights, in each case at the Mortgagor's sole expense.

(d) The Mortgagee acknowledges and affirms that upon execution hereof, it shall have no rights and remedies with respect to the Pledged Collateral or any other property related thereto.

SECTION 2. *Recordation of Release.* The Mortgagee hereby authorizes and requests that the Commissioner for Trademarks in the USPTO, and any other necessary United States government officer, record this Release of Security Interest in Trademark Rights; it being understood that such recordation shall be at the Mortgagor's sole expense.

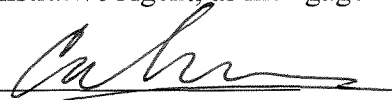
SECTION 3. *Counterparts.* This Release of Security Interest in Trademark Rights may be executed (including by facsimile or other electronic means) in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Release of Security Interest in Trademark Rights by signing and delivering one or more counterparts.

SECTION 4. *Governing Law.* This Release of Security Interest in Trademark Rights shall be governed by and construed in accordance with the laws of the State of New York.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Release of Security Interest in Trademark Rights effective on the date hereof.

WELLS FARGO BANK, NATIONAL  
ASSOCIATION,  
as Administrative Agent, as mortgagor

By:   
Name: *Carolue Mahl*  
Title: *Sr. Vice President*

**Schedule I**

**Trademarks and License Agreements**

Trademarks and Service Marks:

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>	<u>COMMENTS</u>
SAPPHIRE FALLS RESORT	5,100,829	12/13/16	The mark consists of standard characters without claim to any particular font, size or color

Trademark and Service Mark Applications: None.

License Agreements: None.