

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484707

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITIZENS BANK, N.A.		08/03/2018	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	BONOTEL LLC		
Street Address:	3773 Howard Hughes Parkway		
Internal Address:	Suite 390, Hughes Center		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89169		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2519252	BONOTEL EXCLUSIVE TRAVEL	
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:	ebensoul@paulweiss.com, aspoto@paulweiss.com, dewilliams@paulweiss.com		
Correspondent Name:	Elana D. Bensoul		
Address Line 1:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 2:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	20742-002		
NAME OF SUBMITTER:	Elana D. Bensoul		
SIGNATURE:	/edb/		
DATE SIGNED:	08/03/2018		
Total Attachments: 4			
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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This **RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST**, dated as of August 3, 2018, (this "Release"), is made by CITIZENS BANK, N.A. (formerly known as Citizens Bank, National Association), as Collateral Agent ("Grantee"), in favor of BONOTEL LLC, a Delaware limited liability company having an address of 3773 Howard Hughes Parkway, Suite 390, Hughes Center, Las Vegas, NV 89169 (the "Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Guarantee and Collateral Agreement, dated as of May 29, 2015 (the "Collateral Agreement"), Grantor granted to Grantee for the benefit of the Secured Parties a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all then owned and thereafter acquired intellectual property, including (i) Patents, (ii) Trademarks, including all of its trademarks and all trademark licenses providing for the grant by or to the Grantor of any right under any trademark, all renewals and extensions of the foregoing, all goodwill of the business connected with the use of, and symbolized by, each such trademark (the "Trademark Collateral"), (iii) Copyrights and (iv), with respect to clauses (i)-(iii), all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation, misuse, breach or other impairment thereof (the "Collateral"); and

WHEREAS, that certain Intellectual Property Security Agreement, dated May 29, 2015 that was entered into by Grantee and Grantor was recorded with the United States Patent and Trademark Office ("USPTO") on May 29, 2015 at Reel 5525 Frame 0830 (the "Intellectual Property Security Agreement"; capitalized terms used herein but not otherwise defined herein shall have the meanings given to them in the Intellectual Property Security Agreement).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

1. *Definitions.* Capitalized terms used herein but not otherwise defined herein shall have the meanings given to them in the Intellectual Property Security Agreement.
2. *Release of Security Interest.* Grantee hereby releases, terminates, relinquishes and discharges fully, without any representation, recourse or undertaking by Grantee, any and all liens on and security interests it has or may have in the Grantor's Collateral granted pursuant to the Collateral Agreement and the Intellectual Property Security Agreement, including, without limitation, with respect to the Trademark Collateral listed on Schedule 1 hereto.
3. *Recordation of Release.* Grantee hereby authorizes Grantor, or Grantor's authorized representative or representatives, as the case may be, to (i) record this Release with the USPTO and any other applicable governmental office or agency and/or (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of Grantee in the Collateral. Grantee further authorizes and

requests that the Commissioner for Trademarks in the USPTO, and any other necessary United States government officer, record this Release. Grantee further agrees to execute and deliver to Grantor any and all further documents and instruments, and do any and all further acts which Grantor (or their agents or designees) reasonably request (at Grantor's sole cost and expense) in order to confirm this Release and Grantor's right, title and interest in, to and under the Collateral.

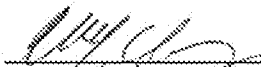
4. *Governing Law.* This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

5. *Delivery.* Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Release shall be effective as delivery of an original executed counterpart of this Release.

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IN WITNESS WHEREOF, Grantee has caused this Release of Intellectual Property Security Interest to be executed by its duly authorized representative as of the date first above written.

CITIZENS BANK, N.A., as Grantee

By: 
Name: *William P. Cassidy*
Title: *Sr. Vice President*

[Signature Page to Release of Intellectual Property Security Interest]

TRADEMARK
REEL: 006421 FRAME: 0219

SCHEDULE 1

Trademark Registrations and Applications

REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Owner</u>	<u>Registration Number</u>	<u>Registration Date</u>
BONOTEL EXCLUSIVE TRAVEL	Bonotel LLC	2519252	December 18, 2001