

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM521456

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT		03/10/2014	Banking Association:
RECEIVING PARTY DATA			
Name:	Tamarack Trademarks LLC (as successor to Tamarack Resort LLC)		
Street Address:	79 West Paces Ferry Rd suite 200A		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	Limited Liability Company: IDAHO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2983839		
Registration Number:	3745511	TAMARACK	
Registration Number:	3298658	TAMARACK	
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>			
Phone:	2083423953		
Email:	docket@hollandhart.com		
Correspondent Name:	Stephen J. Lord		
Address Line 1:	409 West Jefferson Street		
Address Line 4:	Boise, IDAHO 83702		
ATTORNEY DOCKET NUMBER:	103259.0005		
NAME OF SUBMITTER:	Stephen J. Lord		
SIGNATURE:	/STEPHEN J. LORD/		
DATE SIGNED:	04/30/2019		
Total Attachments: 12			
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AFFIDAVIT

1. I, the undersigned, Stephen J. Lord, of 409 West Jefferson Street, Boise, Idaho, 83702, U.S.A., having been warned that I must state the truth or be liable to the penalties prescribed by law if I fail to do so, hereby state as follows:
2. I serve as Corporate Counsel for Tamarack Municipal Association Inc. ("TMA"), the immediate successor to New TR Acquisition Co, LLC ("NewTRAC").
3. As Corporate Counsel for TMA, I have first-hand knowledge of the security interests filed by Credit Suisse AG, Cayman Island Branch (As Collateral Agent) ("Credit Suisse") against the following U.S. trademark registrations ("trademarks"):

Mark	U.S. Registration No.
	Registration No. 2983839
	Registration No. 3745511
	Registration No. 3298658

4. The security interest granted to Credit Suisse by Tamarack Resort LLC with an execution date of 05/19/2006 and recorded under REEL: 003354 FRAME: 0933 was satisfied through foreclosure proceedings and transfer of ownership to Credit Suisse on March 10, 2014. This transfer was recorded under REEL: 005244 FRAME: 0360.
5. The security interest granted to Credit Suisse AG, Cayman Island Branch, As Collateral Agent by New TR Acquisition Co. LLC with an execution date of May 6, 2014 and recorded under REEL: 5275 FRAME: 0791 was satisfied (a) as part of a sale in which NewTRAC, on or about October 12, 2016, conveyed all of its interests in real and personal property (including the trademarks) to TMA and (b) by Credit Suisse's simultaneous general release of all of its security interests (recorded as part of real property transfers) in

real and personal property assets conveyed by NewTRAC to TMA. A true and correct copy of that Deed of Reconveyance filed as instrument number 401657 in the records of Valley County Idaho on October 12, 2016, is attached hereto as Exhibit 1. It notes, inter alia, that the Deed of Trust granted security interests in collateral consisting of both real property and personal property and that the debts owed by NewTRAC to Credit Suisse, the beneficiary under that Deed of Trust, were, according to the Trustee, "fully settled." The Deed of Trust released by the Trustee was filed as Valley County Idaho real property records instrument numbers 397895 and 397928. The first three pages of the of the Deed of Trust (attached hereto as Exhibit 2) show on pages 1 and 2 that Credit Suisse was the beneficiary and show on page 3 that the collateral included, "(j) to the extent assignable, any documents, contract rights, accounts, commitments ... and general intangibles (including trademarks, trade names and symbols) ... related to the Property."

6. I have contacted the secured party Credit Suisse and its former counsel to obtain signed releases of the collateral assignment for security described in paragraphs 4 and 5, and I affirm that attempts to contact the receiving party, Credit Suisse AG, Cayman Island Branch, to request signed releases of these security interests have gone unanswered.
7. Thus, I kindly request recordation of the release of the above referenced security interests.
8. The facts and matters set out above are based on my personal knowledge as a principal negotiator in the conveyance from NewTRAC to TMA that was consummated on or about October 12, 2016, and are true to the best of my knowledge, information and belief.

I hereby declare that the signature appearing at the bottom of this page is mine and that the contents of this affidavit are true.

April 29, 2019
Date

Signature of Affiant:
Stephen J. Lord

RECORDING REQUESTED BY:

AmeriTitle

WHEN RECORDED MAIL TO:

Paul R. Walker, Esq.
Sidley Austin LLP
555 W. Fifth Street, 40th Floor
Los Angeles, CA 90013

Instrument # 401657
VALLEY COUNTY, CASCADE, IDAHO
10-12-2016 12:53:50 No. of Pages: 2
Recorded for: AMERITITLE - CASCADE
DOUGLAS A. MILLER Fee: \$13.00
Ex-Officio Recorder Deputy: TP
Electronically Recorded by Simplifile

Space Above This Line For Recorder's Use

DEED OF FULL RECONVEYANCE

CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation, as Trustee under an Amended and Restated Deed of Trust, Security Agreement, Assignment of Rents and Leases and Financing Statement executed by New TR Acquisition Co. LLC, a Delaware limited liability company, as trustor, dated March 31, 2016 and recorded April 29, 2016 as Instrument No. 397895, and re-recorded June 2, 2016 as Instrument No. 397928, which amended and restated that certain Deed of Trust, Security Agreement, Assignment of Rents and Leases and Financing Statement dated March 10, 2014 and recorded March 12, 2014 as Instrument No. 383740 in the Office of the County Recorder of Valley County, Idaho (the "Deed of Trust"), having received from the beneficiary under the Deed of Trust a written request to reconvey, reciting that the obligations secured by the Deed of Trust have been fully settled, does hereby reconvey without warranty to the person or persons entitled thereto all of the right, title and interest now held by said trustee in the Deed of Trust.

Dated: September 29, 2016

CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation, Trustee

By: Scott M. Green

Name: Scott M. Green

Title: Vice President

Exhibit 1 to Affidavit of Stephen J. Lord

TRADEMARK
REEL: 006633 FRAME: 0269

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

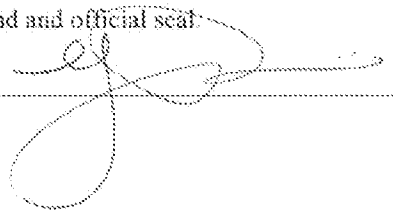
STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } SS.

On September 29, 2016, before me, Galina L. Rivina,
a Notary Public, personally appeared Scott M. Green,
who proved to me on the basis of satisfactory evidence to be the person whose
name is subscribed to the within instrument and acknowledged to me that
he executed the same in his authorized capacity, and that by
his signature on the instrument the person, or the entity upon behalf
of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:

Signature: _____



(Seal)

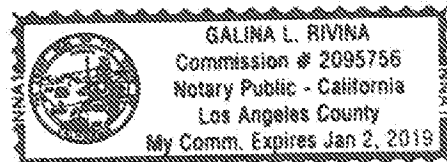


Exhibit 1 to Affidavit of Stephen J. Lord

5.22.06

05-31-2006

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/20)



U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

103247412
TRADEMARKS ONE

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Tamarack Resort LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other Limited Liability Company

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 05/19/2006

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Notice of Security Interest in Trademarks

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Credit Suisse, Cayman Islands Branch, as Collateral Agent

Internal

Address: _____

Street Address: Eleven Madison Avenue

City: New York

State: NY

Country: USA

Zip: 10017

☐ Association Citizenship _____

☐ General Partnership Citizenship _____

☐ Limited Partnership Citizenship _____

☐ Corporation Citizenship _____

☒ Other Banking Assoc Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)

78324270, 78976225, 78195800

B. Trademark Registration No.(s)

2983839

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Deborah Taylor

Internal Address: c/o Latham & Watkins LLP

Street Address: 633 West Fifth Street Suite 4000

City: Los Angeles

State: CA

Zip: 90071

Phone Number: 213-485-1234

Fax Number: 213-891-8763

Email Address: deborah.taylor@lw.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

05-22-2006

Authorized User Name _____

U.S. Patent & TMO/TM Mail Rcpt Dt. #30

9. Signature: _____

Signature

5-19-2006

Date

05/30/2006 MJAMA1 00000014 78324270

Deborah Taylor

Name of Person Signing

Total number of pages including cover sheet, attachments, and document

5

01 FC:8521
02 FC:8522

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 008833 FRAME: 00733

**SCHEDULE A
TO
NOTICE OF SECURITY INTEREST IN TRADEMARKS**

**TRADEMARKS
USPTO**

Mark	Reg. No. / Serial No.	Owner
TAMARACK RESORT	78-324270	• Tamarack Resort LLC
NONE (Design Only)	2983839	• Tamarack Resort LLC
TAMARACK	78-976225	• Tamarack Resort LLC
TAMARACK	78-195800	• Tamarack Resort LLC

NOTICE OF SECURITY INTEREST IN TRADEMARKS

NOTICE IS HEREBY GIVEN that **TAMARACK RESORT LLC**, a Delaware limited liability company (the "Grantor") with an office located at 2099 West Mountain Road, Donnelly, Idaho, 83615, and **CREDIT SUISSE**, as Collateral Agent (the "Agent"), with an office located at Eleven Madison Avenue, New York, NY 10010, on behalf of certain Lenders and the Agent, and the successors and assigns of each of the foregoing (collectively, the "Secured Parties"), have entered into the Security Agreement dated as of May 19, 2006 (the "Security Agreement").


Pursuant to the Security Agreement, the Grantor has conveyed, pledged, assigned and transferred to the Agent, for the equal and ratable benefit of the Secured Parties, and has granted to the Agent, for the equal and ratable benefit of the Secured Parties, a security interest in, the registered trademarks and service marks and applications for registration of trademarks and service marks, listed in Schedule A hereto (collectively, the "Trademarks"), together with the goodwill of the business symbolized thereby, to secure the payment, performance and observance of the Secured Obligations as defined in the Security Agreement, provided that the grant of security interest shall not include any Trademark that may be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time as the grant and/or enforcement of the security interest will not affect the validity of such Trademark.

The Commissioner of Patents and Trademarks is requested to record this notice in its records.

[Signature page follows]

Dated: May 19, 2006

TAMARACK RESORT LLC,
a Delaware limited liability company

By: 
Name: Jean-Pierre Boegfflug
Title: Chief Executive Officer

(Signature Page to Notice of Security Interest)

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USPTO**

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TAMARACK	78-195800	• Tamarack Resort LLC