

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM521460

<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>
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT		10/12/2016	Bank: SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tamarack Trademarks LLC (as successor to New TR Acquisition Co. LLC)		
<b>Street Address:</b>	79 West Paces Ferry Rd suite 200A		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30305		
<b>Entity Type:</b>	Limited Liability Company: IDAHO		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2983839		
<b>Registration Number:</b>	3745511	TAMARACK	
<b>Registration Number:</b>	3298658	TAMARACK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Phone:</b>	2083423953		
<b>Email:</b>	docket@hollandhart.com		
<b>Correspondent Name:</b>	Stephen J. Lord		
<b>Address Line 1:</b>	409 West Jefferson Street		
<b>Address Line 4:</b>	Boise, IDAHO 83702		
<b>ATTORNEY DOCKET NUMBER:</b>	103259.0005		
<b>NAME OF SUBMITTER:</b>	Stephen J. Lord		
<b>SIGNATURE:</b>	/Stephen J. Lord/		
<b>DATE SIGNED:</b>	04/30/2019		
<b>Total Attachments: 14</b>			
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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

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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, 40<sup>th</sup> 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

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.

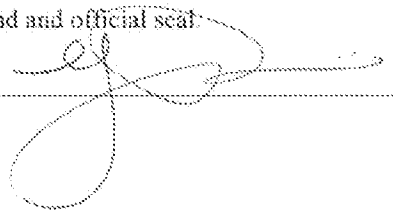
STATE OF CALIFORNIA                     }  
COUNTY OF LOS ANGELES            } SS.

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)

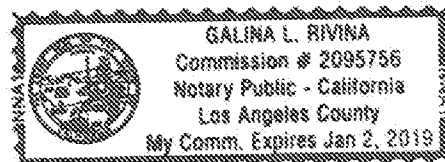


Exhibit 1 to Affidavit of Stephen J. Lord







## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM303860

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
New TR Acquisition Co. LLC		05/06/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
<b>Street Address:</b>	Eleven Madison Avenue		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Bank: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2983839		
<b>Registration Number:</b>	3298658	TAMARACK	
<b>Registration Number:</b>	3745511	TAMARACK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149813400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		
<b>Correspondent Name:</b>	Dusan Clark, Esq.		
<b>Address Line 1:</b>	Sidley Austin LLP		
<b>Address Line 2:</b>	2001 Ross Avenue, Suite 3600		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	32513-50330		
<b>NAME OF SUBMITTER:</b>	Dusan Clark		
<b>SIGNATURE:</b>	/Dusan Clark/		
<b>DATE SIGNED:</b>	05/07/2014		
<b>Total Attachments: 5</b> source=CS CGSI#page1.tif			

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**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of May 6, 2014 by and from **NEW TR ACQUISITION CO. LLC**, a Delaware limited liability company (the "Grantor"), to and in favor of **CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**, as Collateral Agent for the Lenders (defined below) (the "Grantee").

WHEREAS, Grantor has entered into that certain Senior Secured Term A Credit Agreement, dated on or about March 7, 2014 (as may be amended, supplemented, extended, restarted or otherwise modified from time to time, the "Credit Agreement"), among Grantor, as Borrower, Grantee, as administrative agent and Collateral Agent, and the lenders party thereto (the "Lenders");

WHEREAS, Grantor has entered into that certain Mortgage, Leasehold Mortgage, Security Agreement, Assignment of Rents and Leases and Financing Statement, dated as of March 10, 2014 (as the same may be amended, supplemented, extended, restarted or otherwise modified from time to time, the "First Security Agreement"), among Grantee, as Collateral Agent for the Lenders, and Grantor, which First Security Agreement was duly recorded in Adams County, Idaho;

WHEREAS, Grantor has entered into that certain Mortgage, Leasehold Mortgage, Security Agreement, Assignment of Rents and Leases and Financing Statement, dated as of March 10, 2014 (as the same may be amended, supplemented, extended, restarted or otherwise modified from time to time, the "Second Security Agreement;" together with the First Security Agreement, the "Security Agreement"), among Grantee, as Collateral Agent for the Lenders, and Grantor, which Second Security Agreement was duly recorded in Valley County, Idaho;

WHEREAS, Grantor owns the trademarks listed on Exhibit A attached hereto (the "Tamarack Trademarks"), which Tamarack Trademarks are pending or registered with the United States Patent and Trademark Office;

WHEREAS, Grantor became the owner of the Tamarack Trademarks through a transfer of ownership by foreclosure, which transfer was recorded at the United States Patent and Trademark Office on March 26, 2014, at Reel 5244 Frame 0356;

WHEREAS, this Confirmatory Grant has been granted to confirm the security interests granted to Grantee under the Security Agreement in light of Grantor's acquisition of the Tamarack Trademarks. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, the Credit Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory payment and performance of all Secured Obligations. Upon the payment and performance in full of the Secured Obligations, Grantee shall promptly execute and deliver to Grantor a full satisfaction, in form appropriate for recording, releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Tamarack Trademarks; (2) all of Grantor's right, title and interest in and to trademarks obtained or hereafter acquired in connection with the Property, the Improvements and the FF&E (together with the Tamarack Trademarks, the "Trademarks"), together with (3) all proceeds and products of the Trademarks, (4) the goodwill associated with such Trademarks, and (5) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. Without regard to principles of conflicts of law, this Confirmatory Grant shall be construed under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such state and the laws of the United States of America. Notwithstanding the foregoing: (i) Idaho Law shall govern with respect to procedural and substantive matters relating to the creation, perfection, priority, and enforcement of the liens created by this Confirmatory Grant on the Trademarks, and (ii) if upon judicial foreclosure and sale in accordance with Idaho Law a deficiency exists, Grantor agrees that Grantee shall have the right to seek a deficiency judgment against Grantor.

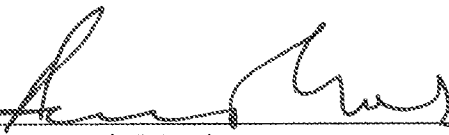
[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

**NEW TR ACQUISITION CO. LLC,**  
a Delaware limited liability company

By: New TR Holdings LLC, a Delaware limited  
liability company, its sole Member

By: \_\_\_\_\_  
Name: Frederick Chin  
Title: Authorized Signatory

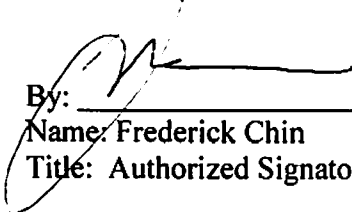
By:  \_\_\_\_\_  
Name: Dennis Metzler  
Title: Authorized Signatory

Signature Page to  
Confirmatory Grant of Security Interest in United States Trademarks  
(New TR Acquisition Co. LLC)

IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.




**NEW TR ACQUISITION CO. LLC,**  
a Delaware limited liability company

By: New TR Holdings LLC, a Delaware limited  
liability company, its sole Member

By:   
Name: Frederick Chin  
Title: Authorized Signatory

By: \_\_\_\_\_  
Name: Dennis Metzler  
Title: Authorized Signatory

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS  
Exhibit A - SCHEDULE OF TRADEMARKS

MARK	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.
<i>Design</i> 	78195745	12/18/2002	2983839	08/09/2005
TAMARACK <i>Stylized letters</i> 	78195800	12/18/2002	3298658	09/25/2007
TAMARACK <i>Stylized Letters</i> 	78976225	12/18/2002	3745511	02/02/2010