

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM531851

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE OF ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GUGGENHEIM CORPORATE FUNDING, LLC, AS RETIRING AGENT		07/09/2019	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	GUGGENHEIM CREDIT SERVICES, LLC, AS SUCCESSOR AGENT		
Street Address:	330 MADISON AVENUE, 11TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3978579	CITYHOUSE	
Registration Number:	3887012	CITYHOUSE	
Registration Number:	4099605	HIGHGATE HOTELS	
Registration Number:	4902560	THE GATES	
Registration Number:	4902562	GGGG THE GATES	
Registration Number:	5014634	24 NORTH	
CORRESPONDENCE DATA			
Fax Number:	7147559280		
<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:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FL		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	047049-22		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		

OP \$165.00 3978579

DATE SIGNED:	07/15/2019
Total Attachments: 4 source=Highgate - Notice of Assignment of Security Interest in Trademark#page1.tif source=Highgate - Notice of Assignment of Security Interest in Trademark#page2.tif source=Highgate - Notice of Assignment of Security Interest in Trademark#page3.tif source=Highgate - Notice of Assignment of Security Interest in Trademark#page4.tif	

NOTICE OF ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

Reference is made to (i) that certain First Lien Credit Agreement dated as of February 15, 2018, by and among Castle Management Holdco LLC, a Delaware limited liability company ("Holdings"), Castle Management Borrower LLC, a Delaware limited liability company (the "Borrower"), the Lenders from time to time party thereto, Guggenheim Corporate Funding, LLC ("GCF") as the Administrative Agent (in such capacity, "Administrative Agent"), and as Collateral Agent, (in such capacity, "Collateral Agent"), and each of the other Persons from time to time party thereto (as amended, amended and restated, supplemented or otherwise modified prior to the date hereof, the "Credit Agreement"); (ii) that certain First Lien Guaranty and Security Agreement dated as of February 15, 2018 among the Borrower, the other grantors party thereto and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified prior to the date hereof, the "Security Agreement"); and (iii) that certain Trademark Security Agreement dated as of February 15, 2018 by Highgate Hotels, L.P., a Delaware limited partnership ("Grantor") in favor of the Collateral Agent (the "Trademark Security Agreement"). Capitalized terms used herein but not defined have the meanings given to them in the Security Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, Grantor granted to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of its right, title and interest in, to and under the following Collateral of the Grantor: (a) all of its Trademarks, including those referred to on Schedule A hereto; (b) all renewals of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and (d) 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 or other violation thereof (collectively, the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (the "USPTO") on February 15, 2018 at Reel 6274 Frame 0184;

WHEREAS, GCF, as resigning Administrative Agent and as resigning Collateral Agent (the "Retiring Agent"), GUGGENHEIM CREDIT SERVICES, LLC ("GCS"), as successor Administrative Agent and as successor Collateral Agent (the "Successor Agent"), the Borrower, Holdings and the Lenders party thereto are parties to that certain Resignation and Assignment Agreement, dated as of July 09, 2019 (the "Agent Assignment Agreement"), pursuant to which (i) GCF, resigned as "Administrative Agent" and as "Collateral Agent" under the Loan Documents, (ii) the Required Lenders appointed GCS as the successor Administrative Agent and as the successor Collateral Agent under the Loan Documents, and (iii) GCS accepted such appointment; and

WHEREAS, the Retiring Agent and the Successor Agent have agreed to execute this Notice of Assignment of Security Interest in Trademarks (this "Notice") to evidence the assignment of the Retiring Agent's security interest in the Trademark Collateral for recordation with the USPTO.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Retiring Agent and the Successor Agent hereby agrees as follows:

The effective date of this Notice shall be July 09, 2019 (the "Effective Date").

Pursuant to the Agent Assignment Agreement, as of the Effective Date, (a) Retiring Agent assigned to Successor Agent all Liens and security interests under the Trademark Security Agreement and all of its rights, titles and interests as secured party or lien holder under or in connection with the Trademark Security Agreement (collectively, the "Collateral Agency Interests"), and (b) the Successor Agent assumed the Collateral Agency Interests.

From and after the Effective Date, each of the undersigned agrees (a) each reference in the Trademark Security Agreement to "Agent" shall mean and be a reference to GCS, in its capacity as Successor Agent, (b) GCS succeeds to all the rights, powers and duties of the Agent under the Trademark Security Agreement, except to the extent otherwise expressly provided in the Agent Assignment Agreement, and (c) GCF is discharged from all of its duties and obligations as Agent under the Trademark Security Agreement, except to the extent otherwise expressly provided in the Agent Assignment Agreement.

This Notice is to provide notice of the assignment of the Collateral Agency Interests effected pursuant to the Agent Assignment Agreement, and each of the undersigned hereby acknowledges and agrees that the terms and provisions of such assignment are set forth in the Agent Assignment Agreement.

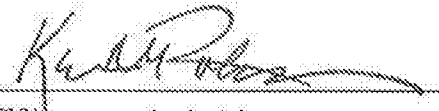
Nothing herein shall be deemed to terminate, interrupt or impair the continuity of the security interest in the Trademark Collateral originally granted to the Retiring Agent under the Trademark Security Agreement.

This Notice may be executed in any number of counterparts, each of which shall constitute an original, but such counterparts shall together constitute but one and the same instrument.

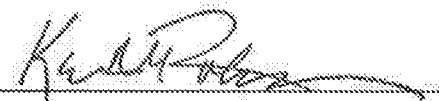
[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Notice to be executed by its duly authorized officer as of the Effective Date.

**GUGGENHEIM CORPORATE FUNDING,
LLC**, as Retiring Agent

By: 
Name: **Kevin Robinson**
Title: **Attorney-in-Fact**

GUGGENHEIM CREDIT SERVICES, LLC, as
Successor Agent

By: 
Name: **Kevin Robinson**
Title: **Attorney-in-Fact**

* **SCHEDULE A**

Trademarks

Mark	Registration Number	File Date	Owner	Jurisdiction
24 North	T16000000244	3/11/2016	Highgate Hotels, L.P.	Florida
24 NORTH	5,014,634	10/12/2015	Highgate Hotels, L.P.	USPTO
HG HIGHGATE (stylized)	87/040,519 (application number)	5/17/2016	Highgate Hotels, L.P.	USPTO
CITYHOUSE	3,978,579	2/13/2009	Highgate Hotels, L.P.	USPTO
CITYHOUSE (stylized)	3,887,012	2/13/2009	Highgate Hotels, L.P.	USPTO
HIGHGATE HOTELS (stylized)	4,099,605	4/15/2009	Highgate Hotels, L.P.	USPTO
HIGHGATE	87/040,212 (application number)	5/17/2016	Highgate Hotels, L.P.	USPTO
HIGHGATE	15496151	5/31/2016	Highgate Hotels, L.P.	Community Trademark (European)
HG HIGHGATE	15496219	5/31/2016	Highgate Hotels, L.P.	Community Trademark (European)
HIGHGATE HOTELS (stylized)	86/158,774 (application number)	1/7/2014	Highgate Hotels, L.P.	USPTO
HIGHGATE HOTELS (stylized) Class 36	86/420,899 (application number)	10/10/2014	Highgate Hotels, L.P.	USPTO
THE GATES & logo	4,902,562	8/21/2014	Highgate Hotels, L.P.	USPTO
THE GATES	4,902,560	8/21/2014	Highgate Hotels, L.P.	USPTO
HIGHGATE	14194071	6/4/2015	Highgate Hotels, L.P.	Community Trademark (European)
HIGHGATE HOTELS (stylized)	14194195	6/4/2015	Highgate Hotels, L.P.	Community Trademark (European)
HIGHGATE HOTELS	14194179	6/4/2015	Highgate Hotels, L.P.	Community Trademark (European)
RUM ROW	T15000000900	9/13/2015	Highgate Hotels, L.P.	Florida
RUM ROW & Design	T150000001003	9/15/2015	Highgate Hotels, L.P.	Florida