

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546873

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ING Capital LLC		10/25/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Interstate Hotels, LLC		
Street Address:	2011 Crystal Drive		
Internal Address:	Suite 1100		
City:	Arlington		
State/Country:	VIRGINIA		
Postal Code:	22202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2008314	CROSSROADS	
Registration Number:	1561603	REGATTA	
Registration Number:	2027750	SAWGRASS SPECIALTIES	
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:	4045723401		
Email:	ssheesley@kslaw.com		
Correspondent Name:	Steven Sheesley		
Address Line 1:	1180 Peachtree Street NE		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	18876.515017		
NAME OF SUBMITTER:	Steven Sheesley		
SIGNATURE:	//Steven Sheesley//		
DATE SIGNED:	10/28/2019		
Total Attachments: 4			

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS** (“*Release*”) is granted as of October 25, 2019 by **ING CAPITAL LLC**, as administrative agent for the Lenders (defined below) (the “*Agent*”), in favor of **INTERSTATE HOTELS, LLC**, a Delaware limited liability company (the “*Grantor*”); and

WHEREAS, the Grantor, the other Credit Parties from time to time party thereto, the lenders from time to time parties thereto (the “*Lenders*”) and the Agent have entered into a Guaranty and Security Agreement, dated as of December 7, 2018 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “*Security Agreement*”); terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Security Agreement or Trademark Agreement (defined below);

WHEREAS, the Grantor has executed and delivered that certain Trademark Security Agreement, dated as of December 7, 2018, which was recorded with the United States Patent and Trademark Office on December 7, 2018, at Reel 006496 and Frame 0493 (the “*Trademark Agreement*”), pursuant to which the Grantor granted a security interest in all of their right, title and interest in, to and under the Trademark Collateral; and

WHEREAS, the Agent (acting at the direction of the Lenders) now desires to terminate and discharge fully its interest in the Trademark Collateral described in the Trademark Agreement, including, for the avoidance of doubt, the Trademarks identified in Schedule A annexed hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent does hereby release, terminate, cancel and discharge fully any and all liens and security interests it may have in and to the Trademark Collateral. If, and to the extent that the Agent has acquired any right, title and interest in, to, and under the Trademark Collateral, the Agent hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor. The Agent terminates and cancels the Trademark Agreement.

The Agent agrees to take all further actions, and provide to the Grantor and their respective 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 Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release; provided that any such further action shall be without representation or warranty by, or recourse to, the Agent or any Lender. The Agent hereby authorizes and requests that the United States Patent and Trademark Office note and record the present Termination and Release of Security Interest in Trademarks.

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Termination and Release of Security Interest in Trademarks as of the date above first written.

ING CAPITAL LLC, as Agent

By: 

Name: Steven Fleenor

Title: Managing Director

By: 

Name: Lee Lem

Title: Director

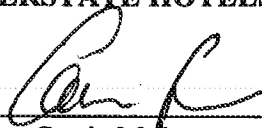
[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK

REEL: 006780 FRAME: 0866

Acknowledged and agreed:

INTERSTATE HOTELS, LLC, as Grantor

By:  _____
Name: Carrie McIntyre
Title: Chief Financial Officer

[Signature Page to Release of Security Interest in Trademarks]

**TRADEMARK
REEL: 006780 FRAME: 0867**

SCHEDULE A

Trademarks

Registrations and Applications:

No.	Owner	Trademark	Class	Country	Reg. Number	Serial Number	Filing Date	Reg. Date
1.	Interstate Hotels, LLC	Crossroads	35	United States	2,008,314	75/010,119	10/13/1995	10/15/1996
2.	Interstate Hotels, LLC	Regatta	42	United States	1,561,603	73/775,916	1/23/1989	10/17/1989
3.	Interstate Hotels, LLC	SAWGRASS SPECIALTIES	42	United States	2,027,750	74/650,352	3/20/1995	12/31/1996