TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM564848

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks Previously Recorded at Reel 6122, Frame 0332

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Manufacturers and Traders Trust Company, as Administrative Agent		03/02/2020	Banking Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	Hersha Hospitality Management L.P.	
Street Address:	510 Walnut Street, 9th Floor	
City:	Philadelphia	
State/Country:	PENNSYLVANIA	
Postal Code:	19106	
Entity Type:	Limited Partnership: PENNSYLVANIA	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4437403	ННМ
Registration Number:	3792698	INDEPENDENT COLLECTION

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 212-819-2655

Email: iprecordations@whitecase.com **Correspondent Name:** Peter Giovine/White & Case LLP Address Line 1: 1221 Avenue of the Americas Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1182293-0028-BC15
NAME OF SUBMITTER:	Peter Giovine
SIGNATURE:	/Peter Giovine/
DATE SIGNED:	03/02/2020

Total Attachments: 3

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TRADEMARK REEL: 006880 FRAME: 0251

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TRADEMARK
REEL: 006880 FRAME: 0252

TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release"), is effective this 2nd day of March 2020, by and between MANUFACTURERS AND TRADERS TRUST COMPANY, a New York banking corporation, having a mailing address at 213 Market Street, Harrisburg, PA 17101, in its capacity as the Administrative Agent for the Lenders (as defined in the Security Agreement defined below) (the "Secured Party") and HERSHA HOSPITALITY MANAGEMENT L.P., a Pennsylvania limited partnership, having a mailing address at 510 Walnut Street, 9th Floor, Philadelphia, PA 19106, and having an organizational number of 2794029 ("Grantor").

RECITALS

- A. WHEREAS, Grantor became a Grantor under that certain Security Agreement, dated as of December 31, 2012, by and among Grantor, Secured Party, and the other parties named therein, as supplemented and reaffirmed pursuant to that certain Omnibus Amendment and Reaffirmation to Loan Documents, dated as of July 31, 2017 (as so supplemented and as the same may be otherwise amended, amended and restated, restated, supplemented or modified prior to the date hereof, the "Security Agreement");
- B. WHEREAS, pursuant to the Security Agreement, Grantor and Secured Party have entered into that certain Trademark Security Agreement, dated as of July 31, 2017, recorded in the United States Patent and Trademark Office (the "<u>USPTO</u>") on August 3, 2017 at Reel 6122, Frame 0332 (as the same may be amended, amended and restated, restated, supplemented or modified prior to the date hereof, the "<u>Trademark Security Agreement</u>") and Grantor granted to Secured Party a security interest in Grantor's right, title and interest in the Trademark Collateral (as defined in the Trademark Security Agreement), whether such Trademark Collateral existed as of the effective date of the Trademark Security Agreement or was thereafter acquired, created or arose, including without limitation those trademarks listed on <u>Exhibit A</u> attached hereto (collectively, the "<u>Released Collateral</u>"); and
- C. WHEREAS, Secured Party wishes to terminate, re-assign and release all of its security interest and rights in and to the Released Collateral as provided in this Release.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party, on behalf of itself and each of the Lenders, hereby terminates, releases and re-assigns to Grantor, any and all of its security interest, right, title and interest in and to the Released Collateral and hereby terminates the Trademark Security Agreement. Secured Party acknowledges that this Release may be filed along with any other necessary documentation with the USPTO or any other governmental office to evidence the release granted herein at the sole expense of the Grantor. The Secured Party authorizes Grantor to record this Release with the USPTO and other applicable registry at the sole expense of Grantor and agrees to provide Grantor with any information and additional authorization or otherwise do all other acts reasonably requested by Grantor to relinquish and effect this release in the Released Collateral.

[Signature page follows.]

TRADEMARK
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IN WITNESS WHEREOF, Secured Party has executed this Termination and Release of Security Interests in Trademarks as of the date first set forth above.

SECURED PARTY:

MANUFACTURERS AND TRADERS TRUST COMPANY, in its capacity as Administrative Agent

By:

Name: P.J. Kemerer Title: Vice President

[Signature Page to Release of Security Interest in Trademarks]

Exhibit A

Trademark Registrations

SERIAL	REGISTRATION	SERVICE MARK	MARK DRAWING
NUMBER	NUMBER		CODE
85705756	4437403	ННМ	STANDARD
			CHARACTER MARK
77836068	3792698	INDEPENDENT COLLECTION	STANDARD
			CHARACTER MARK

TRADEMARK REEL: 006880 FRAME: 0255

RECORDED: 03/02/2020