

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM664968

<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>
Wilmington Trust, National Association, as Collateral Agent		08/02/2021	National Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ILX Acquisition, Inc.		
<b>Street Address:</b>	10600 W Charleston Blvd		
<b>City:</b>	Las Vegas		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89135		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2340961	ILX RESORTS INCORPORATED	
<b>Registration Number:</b>	3085529	SEDONA SPA	
<b>Registration Number:</b>	3167745		
<b>Registration Number:</b>	4844957	THE VIEW RESTAURANT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	646219353		
<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>	212 373 2488		
<b>Email:</b>	mamcdonough@paulweiss.com, mmcguire@paulweiss.com		
<b>Correspondent Name:</b>	Marissa A. McDonough		
<b>Address Line 1:</b>	1285 Avenue of the Americas		
<b>Address Line 2:</b>	Paul Weiss Rifkind Wharton & Garrison LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6064		
<b>ATTORNEY DOCKET NUMBER:</b>	030132-0002		
<b>NAME OF SUBMITTER:</b>	Marissa A. McDonough		
<b>SIGNATURE:</b>	/Marissa A. McDonough/		
<b>DATE SIGNED:</b>	08/04/2021		

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**Total Attachments: 4**

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## **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of August 2, 2021, is from Wilmington Trust, National Association, as Collateral Agent (the "Collateral Agent") to ILX Acquisition, Inc., a Delaware corporation, (the "Pledgor").

### WITNESSETH:

WHEREAS, pursuant to the Collateral Agreement, dated as of September 2, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), the Pledgor granted a security interest to the Collateral Agent in certain collateral;

WHEREAS, pursuant to that certain Notice of Grant of Security Interest in Trademarks, dated as of September 2, 2016, by and between the Collateral Agent and the Pledgor (the "Trademark Security Agreement"), the Pledgor, by reference to the Collateral Agreement, reaffirmed their intent to grant a security interest to the Collateral Agent in the Pledgor's registered or applied for trademarks, trade names and service marks, including the trademarks listed in Schedule I hereto (collectively, the "Released Collateral");

WHEREAS, the Trademark Security Agreement was filed in the Trademark Division of the United States Patent and Trademark Office on September 6, 2016 at Reel 005870 and Frame 0411;

WHEREAS, the Pledgor has requested that the Collateral Agent terminate and release the entirety of its security interest in the Released Collateral;

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth herein, the Collateral Agent hereby states as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined have the meanings specified in the Collateral Agreement or the Trademark Security Agreement, as applicable.

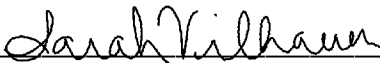
2. Release of Security Interest. The Collateral Agent hereby (i) terminates, cancels, releases, and discharges, without recourse, representation, or warranty, any and all security interest it has in or to the Released Collateral, including under the Collateral Agreement and the Trademark Security Agreement, and (ii) reassigns any and all such right, title, and interest (if any) that the Collateral Agent may have in the Released Collateral to the Pledgor. Any right, title, or interest of the Collateral Agent in such Released Collateral shall hereby cease and become void.

3. Further Assurances. The Collateral Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably requested in writing by the Pledgor to effect the termination and release of the security interest contemplated hereby.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release Of Security Interest In Trademarks by its duly authorized officer as of the date first above written.

WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Collateral Agent

By:   
Name: Sarah Vilhauer  
Title: Banking Officer

Schedule I

**U.S. Trademark Registrations**

<b>Owner Entity</b>	<b>Mark</b>	<b>Reg. Date</b>	<b>Reg. No.</b>
ILX Acquisition, Inc..	ILX RESORTS INCORPORATED & Design	4/11/2000	2,340,961
ILX Acquisition, Inc..	SEDONA SPA	4/25/2006	3,085,529
ILX Acquisition, Inc..	Mountain and Concentric Circle Design	11/7/2006	3,167,745
ILX Acquisition, Inc..	THE VIEW REST AURANT	11/3/2015	4844957