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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM680253 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association, as Collateral Agent		08/02/2021	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	DPM Acquisition, LLC	
Street Address:	10600 W Charleston Blvd	
City:	Las Vegas	
State/Country:	NEVADA	
Postal Code:	89135	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2707131	MONARCH GRAND VACATIONS
Registration Number:	2752908	MONARCH GRAND VACATIONS

CORRESPONDENCE DATA

Fax Number: 646219353

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: 212 373 2488

Email: mamcdonough@paulweiss.com, mmcguire@paulweiss.com

Correspondent Name: Marissa A. McDonough
Address Line 1: 1285 Avenue of the Americas

Address Line 2: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	030132-001	
NAME OF SUBMITTER: Marissa A. McDonough		
SIGNATURE:	/Marissa A. McDonough/	
DATE SIGNED:	10/11/2021	

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 DPM Acquisition, LLC, a Delaware limited liability company, (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 "<u>Trademark Security Agreement</u>"), 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 "<u>Released Collateral</u>");

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 0403;

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:

- <u>1.</u> <u>Definitions.</u> 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. <u>Further Assurances</u>. 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.

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TRADEMARK REEL: 007448 FRAME: 0735 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

Name: Sarah Vilhauer

Title: Banking Officer

Schedule I

U.S. Trademark Registrations

Owner Entity	Mark	Reg. Date	Reg. No.
DPM Acquisition,	MONARCH GRAND	4/15/2003	2,707,131
LLC	VACATIONS & Design		
DPM Acquisition,	MONARCH GRAND	8/19/2003	2,752,908
LLC	VACATIONS		

RECORDED: 10/11/2021

TRADEMARK
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