

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM850934

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Guggenheim Credit Services, LLC, as Agent		11/03/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Highgate Hotels, L.P.		
Street Address:	545 E. John Carpenter Freeway		
Internal Address:	Suite 1400		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75062		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5014634	24 NORTH	
Registration Number:	3978579	CITYHOUSE	
Registration Number:	3887012	CITYHOUSE	
Registration Number:	4099605	HIGHGATE HOTELS	
Registration Number:	4902562	GGGG THE GATES	
Registration Number:	4902560	THE GATES	
Serial Number:	87040519	HG HIGHGATE	
Serial Number:	87040212	HIGHGATE	
Serial Number:	86158774	HIGHGATE	
Serial Number:	86420899	HIGHGATE HOTELS	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	12129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		

CH \$265.00 5014634

Address Line 4:	New York, NEW YORK 10020
ATTORNEY DOCKET NUMBER:	047049-0022
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/Angela M. Amaru
DATE SIGNED:	11/03/2023
Total Attachments: 3 source=Highgate - Release of Security Interest in Trademarks Executed (11.03.2023)#page1.tif source=Highgate - Release of Security Interest in Trademarks Executed (11.03.2023)#page2.tif source=Highgate - Release of Security Interest in Trademarks Executed (11.03.2023)#page3.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of November 3, 2023, is made by GUGGENHEIM CREDIT SERVICES, LLC (“GCS”), as agent for the Lenders and the other Secured Parties (in such capacity, together with its successors and permitted assigns, the “Agent”) in favor of HIGHGATE HOTELS, L.P. a Delaware limited partnership (the “Grantor”). All capitalized terms used but not defined herein have the respective meanings given to them (including by reference) in the Security Agreement (as defined below).

WHEREAS, the Grantor, the other grantors party thereto and Guggenheim Corporate Funding, LLC (“GCF”), as agent thereunder (the “Original Agent”) entered that certain First Lien Guaranty and Security Agreement, dated as of February 15, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Grantor executed and delivered to the Original Agent that certain Trademark Security Agreement, dated as of February 15, 2018 (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor granted to the Original 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 I 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 (“USPTO”) on February 15, 2018 at Reel 6274, Frame 0184;

WHEREAS, pursuant to that certain Resignation and Assignment Agreement, dated as of July 9, 2019, among other things, GCF resigned as the Original Agent under the Security Agreement and the Trademark Security Agreement, and GCS was appointed as successor Agent thereunder, and in connection therewith, the Original Agent and the Agent executed that certain Notice of Assignment of Security Interest in Trademarks (the “Notice of Security Interest Assignment”) to evidence the assignment of the Original Agent’s Lien on and security interest in the Trademark Collateral for recordation with the USPTO;

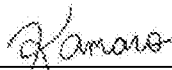
WHEREAS, the Notice of Security Interest Assignment was recorded with the USPTO on July 15, 2019 at Reel 6693, Frame 0834; and

WHEREAS, the Grantor has requested that the Agent execute and deliver this Release to evidence the release of its Lien on and 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, the Agent, without any representation, warranty or recourse of any kind or nature, hereby (a) releases its Lien on and security interest in the Trademark Collateral, and (b) reassigns and retransfers to the Grantor any right, title or interest the Agent may have acquired in, to or under the Trademark Collateral.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed and delivered by its duly authorized representative as of the date first set forth above.

**GUGGENHEIM CREDIT SERVICES, LLC,
as Agent**

By: 
Name: Kathleen M. Amaro
Title: Attorney-in-Fact

SCHEDULE I

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	T1500000900	9/13/2015	Highgate Hotels, L.P.	Florida
RUM ROW & Design	T150000001003	9/15/2015	Highgate Hotels, L.P.	Florida