

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396614

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Agreement (Trademarks)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Crédit Agricole Corporate and Investment Bank (f/k/a Calyon New York Branch), as Administrative Agent		08/24/2016	A Foreign Banking Corporation: FRANCE

RECEIVING PARTY DATA

Name:	Grand Canyon Railway, LLC (f/k/a Grand Canyon Railway, L.L.C.)
Street Address:	6312 South Fiddlers Green Circle
Internal Address:	Suite 600 North
City:	Greenwood Village
State/Country:	COLORADO
Postal Code:	80111
Entity Type:	Limited Liability Company: ARIZONA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2147390	GRAND CANYON RAILWAY
Registration Number:	2027509	FRAY MARCOS
Registration Number:	1858636	GRAND CANYON RAILWAY
Registration Number:	1852306	GRAND CANYON RAILWAY
Registration Number:	1896293	GRAND CANYON RAILWAY
Registration Number:	1606769	GRAND CANYON RAILWAY
Registration Number:	3789679	GC GRAND CANYON RAILWAY

CORRESPONDENCE DATA

Fax Number: 2128366337

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: 212-836-7319

Email: paul.somelofske@kayescholer.com

Correspondent Name: Paul J. Somelofske c/o Kaye Scholer LLP

Address Line 1: 250 West 55th Street

Address Line 2: Room 1119

Address Line 4: New York, NEW YORK 10019-9710

CH \$190.00 2147390

NAME OF SUBMITTER:	Paul J. Somelofske
SIGNATURE:	/Paul J. Somelofske/
DATE SIGNED:	08/29/2016
Total Attachments: 3 source=Xanterra - IP Termination#page1.tif source=Xanterra - IP Termination#page2.tif source=Xanterra - IP Termination#page3.tif	

Release of Security Agreement

(Trademarks)

WHEREAS, by that certain Security Agreement (Trademarks), dated as of September 25, 2008 (the "2008 Agreement"), and that certain Security Agreement (Trademarks), dated November 22, 2011 (the "2011 Agreement"), each by and between Grand Canyon Railway, LLC, an Arizona limited liability company (f/k/a Grand Canyon Railway, L.L.C.) ("Grantor") and Crédit Agricole Corporate and Investment Bank (f/k/a Calyon New York Branch), a foreign banking corporation organized under the laws of the Republic of France, having an office in New York, New York, as Administrative Agent, Sole Lead Arranger and Bookrunner (the "Grantee"), which 2008 Agreement was recorded with the United States Patent and Trademark Office on September 29, 2008 on reel 3861 frame 0020, and which 2011 Agreement was recorded with the United States Patent and Trademark Office on November 23, 2011 on reel 4665 frame 0587, Grantor granted to the Grantee a security interest in all right, title and interest of Grantor in and to the trademarks set forth on Exhibit A (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including without limitation, any and all causes of action which may exist by reason of infringement thereof, to secure the payment, performance and observance of the Secured Obligations (as defined in the Omnibus Pledge and Security Agreement, dated as of September 25, 2008, among Grantor and the other Pledgors named therein in favor of the Grantee), and lien on those Trademarks, and the goodwill associated therewith;

WHEREAS, the Grantee desires to release its security interest in and lien on those Trademarks, and the applications and registrations thereof, and all proceeds thereof, including without limitation, any and all causes of action which may exist by reason of infringement thereof, and the goodwill associated therewith;


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantee does hereby release its security interest in and lien on the Trademarks, and the applications and registrations thereof, and all proceeds thereof, including without limitation, any and all causes of action which may exist by reason of infringement thereof, and the goodwill associated therewith, and hereby assigns to Grantor, without representation, warranty or recourse, all right, title and interest of the Grantee in and to such Trademarks, and the applications and registrations thereof, and all proceeds thereof, including without limitation, any and all causes of action which may exist by reason of infringement thereof, and the goodwill associated therewith.

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IN WITNESS WHEREOF, the undersigned has executed this Release of Security Agreement (Trademarks) as of the 27th day of August, 2016.

CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK (f/k/a Calyon New York Branch), as Administrative Agent



By: 
Name: Alex Larrinaga
Title: Director

By: 
Name: Amadou M. Diop
Title: Vice President

Amadou M. DIOP
Vice President

[Signature Page to Release of Security Agreement (Trademarks)]

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Item No.</u>	<u>Trademark</u>	<u>Description</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
1.	Grand Canyon Railway	Words Only	March 31, 1998	2147390
2.	Fray Marcos	Words Only	December 31, 1996	2027509
3.	Grand Canyon Railway	Words & Design 	October 18, 1994	1858636
4.	Grand Canyon Railway	Words Only	September 6, 1994	1852306
5.	Grand Canyon Railway	Words Only	May 30, 1995	1896293
6.	Grand Canyon Railway	Words & Design 	July 17, 1990	1606769

<u>Trademark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Grand Canyon Railway (Words and Design)	May 18, 2010	3,789,679