

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM700731

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
M&T Bank		01/06/2022	Banking Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	WTS International, LLC		
Street Address:	3200 Tower Oaks Blvd		
Internal Address:	Suite 400		
City:	Rockville		
State/Country:	MARYLAND		
Postal Code:	20852		
Entity Type:	Limited Liability Company: D.C.		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4246833	RESORT LIFE	
Registration Number:	3236579	BUILDING BETTER LIFESTYLES	
CORRESPONDENCE DATA			
Fax Number:	6462193046		
<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:	2123732594		
Email:	rlyne@paulweiss.com, mangelopoulos@paulweiss.com,		
Correspondent Name:	Rebecca B. Lyne		
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		
ATTORNEY DOCKET NUMBER:	22840-005		
NAME OF SUBMITTER:	Rebecca B. Lyne		
SIGNATURE:	/s/ Rebecca Lyne		
DATE SIGNED:	01/10/2022		
Total Attachments: 4			
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EXECUTION VERSION

**NOTICE OF RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), effective as of January 6, 2022 is made by M&T Bank, in its capacity as a secured party (referred to herein as the “Secured Party”), in favor of WTS International, LLC (f/k/a WTS International Inc.) (the “Company”), pursuant to that certain General Security Agreement dated as of February 21, 2020 (as the same may be amended, modified, extended or restated from time to time, the “Security Agreement”), among the Company, the Secured Party and other parties thereto.

W I T N E S S E T H:

WHEREAS, in connection with the Security Agreement, the Company executed and delivered the Notice of Grant of Security Interest in Trademarks, dated as of February 21, 2020, in favor of the Secured Party (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Trademark Security Agreement, the Company pledged and granted to the Secured Party for the benefit of the other Secured Parties a lien on and continuing security interest in and to, the registered trademarks set on Schedule A attached hereto, together with the goodwill of the business symbolized thereby (the “Released Trademarks”);

WHEREAS, the Secured Party recorded its security interest in the Released Trademarks with the United States Patent and Trademark Office (the “USPTO”) on March 9, 2020, at Reel/Frame No. 006885/0710; and

WHEREAS, the Secured Party has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Secured Party agrees, for the benefit of the Company, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

SECTION 2. Release of Security Interest. The Secured Party does hereby release, relinquish and discharge its lien on and security interest in, and right of setoff against, all of the Company’s right, title and interest in, to and under the Released Trademarks.

SECTION 3. Termination. The Secured Party, without any recourse, representation or warranty, hereby terminates and cancels the Trademark Security Agreement.

SECTION 4. Further Assurances. The Secured Party hereby authorizes the Company or the Company’s authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Secured Party in the Released Trademarks and/or (iii) otherwise record or file this Release in the applicable governmental office or agency.

The Secured Party further agrees to execute and deliver to the Company any and all further documents and instruments, and do any and all further acts which the Company (or their agents or designees) reasonably request (at the Company's sole cost and expense) in order to confirm this Release and the Company's right, title and interest in, to and under the Released Trademarks.

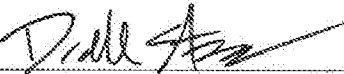
SECTION 5. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

SECTION 6. Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signatures Follow On Next Page.]

IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

M&T BANK,
as Secured Party

By: 
Name: Drake Stanier
Title: Vice President

[Signature Page -- Notice of Release of Security Interest in Trademark Rights in Favor of M&T Bank]

SCHEDULE A

U.S. Trademark Applications and Registrations

<u>TRADEMARKS</u>		
<u>Trademark Registration No.</u>	<u>Description of Trademark</u>	<u>Date of Registration</u>
4246833	RESORT LIFE	11/20/2012
3236579	BUILDING BETTER LIFESTYLES	05/01/2007