

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM732297

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900684889
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bref V Series B LLC		02/15/2022	Limited Liability Company: NEW YORK

RECEIVING PARTY DATA

Name:	Kingston Resort Mezz LLC
Street Address:	65 East 55th Street
Internal Address:	33rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3827009	BRIGHTON TOWER
Registration Number:	3827010	THE MARGATE
Registration Number:	5531053	KINGSTON PLANTATION
Registration Number:	3200823	KINGSTON PLANTATION
Registration Number:	3739309	KINGSTON PLANTATION
Registration Number:	4448015	KINGSTON
Registration Number:	4448016	KINGSTON RESORTS
Registration Number:	3748956	
Registration Number:	3341336	ROYALE PALMS
Registration Number:	3349893	
Registration Number:	3363326	ROYALE PALMS AT KINGSTON SHORES
Registration Number:	3390794	KINGSTON SHORES
Registration Number:	3390793	KINGSTON SHORES
Registration Number:	5681249	78FITNESS
Registration Number:	5681250	SPA33
Registration Number:	5675912	THE LANDING AT KINGSTON PLANTATION

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5675911	THE LANDING SPA & FITNESS CENTER
Registration Number:	5675947	

CORRESPONDENCE DATA

Fax Number: 8436285577

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: 8438564488

Email: Katherine.Rebholz@buistbyars.com

Correspondent Name: Katherine Rebholz

Address Line 1: 652 Coleman Blvd., Ste. 200

Address Line 4: Mount Pleasant, SOUTH CAROLINA 29464

NAME OF SUBMITTER:	Katherine Rebholz
SIGNATURE:	/s/Katherine Rebholz
DATE SIGNED:	06/03/2022

Total Attachments: 5

source=Release of Trademark Security Interest (Mezz) - Kingston (Fully Executed) (01885696xA3465)#page1.tif

source=Release of Trademark Security Interest (Mezz) - Kingston (Fully Executed) (01885696xA3465)#page2.tif

source=Release of Trademark Security Interest (Mezz) - Kingston (Fully Executed) (01885696xA3465)#page3.tif

source=Release of Trademark Security Interest (Mezz) - Kingston (Fully Executed) (01885696xA3465)#page4.tif

source=Release of Trademark Security Interest (Mezz) - Kingston (Fully Executed) (01885696xA3465)#page5.tif

RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (this “Release”) is made as of February 15, 2022, by **BREF V SERIES B LLC**, in its capacity as Lender under (and as defined in) the Trademark Security Agreement referred to below (the “Lender”) for the benefit of **KINGSTON RESORT MEZZ LLC**, a Delaware limited liability company (“Pledgor”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Loan Agreement (as defined below), Pledge (as defined below), or the Trademark Security Agreement (as defined below) as applicable.

W I T N E S S E T H:

WHEREAS, the Pledgor and the Lender are parties to that certain (i) Loan Agreement, dated as of June 27, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”); (ii) Pledge and Security Agreement, dated as of June 27, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Pledge”); and (iii) Short Form Trademark Security Agreement, dated as of June 27, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), pursuant to which the Pledgor has granted to the Lender for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of the Pledgor in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including the trademarks set forth on Annex I hereto; and

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office (“USPTO”) on September 27, 2019 at Reel 6756 and Frame 0662; and

WHEREAS, the Pledgor has requested that the Lender release, and the Lender is willing to release its lien on and security interest into and under the Trademark Collateral, including, without limitation, the trademarks set forth on Annex I hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender hereby agrees as follows:

1. The Lender does hereby absolutely, unconditionally and irrevocably terminate, release, cancel and forever discharge the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Loan Agreement, Pledge or Trademark Security Agreement to the Trademark Collateral, including, without limitation, the trademarks (including the trademark registrations and trademark applications) set forth on Annex I hereto, together with the right to sue for past, present, and future infringements, dilutions or violations of such Trademark Collateral and all goodwill associated with or symbolized by the Trademark Collateral, and all proceeds thereof, and any right, title or interest of the Lender in such Trademark Collateral shall hereby terminate, cease and become void.

2. The Lender, on behalf of itself and the Secured Parties, does hereby terminate and cancel the Trademark Security Agreement.

3. The Lender hereby authorizes the Pledgor or the Pledgor'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 Lender in the Trademark Collateral and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Lender further agrees to execute and deliver to the Pledgor any and all further documents and instruments prepared by the Pledgor, and do any and all further acts which the Pledgor (or its agents or designees) reasonably request (at the Pledgor's sole cost and expense) in order to confirm this Release and the Pledgor's right, title and interest in, to and under the Trademark Collateral.

4. The parties authorize and request the Director of the USPTO to record this Release against the Trademark Collateral.

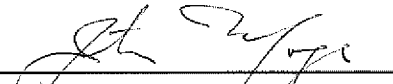
5. This Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

6. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Release of Trademark Security Interest to be executed and delivered as of the date first written above.

BREF V SERIES B LLC, as Lender

By: 
Name: Justin M. George
Title: Senior Vice President


[SIGNATURE PAGE TO RELEASE OF TRADEMARK SECURITY INTEREST - MEZZ]

TRADEMARK
REEL: 007728 FRAME: 0265

ANNEX I

REGISTERED TRADEMARKS

Trademark	Country	Registration Number	Registration Date
Brighton Tower	USA	3827009	08/03/2010
	USA	3390793	03/04/2008
Kingston Shores	USA	3390794	03/04/2008
Royale Palms	USA	3341336	11/20/2007
Royale Palms at Kingston Shores	USA	3363326	01/01/2008
	USA	3349893	12/04/2007
The Margate	USA	3827010	08/03/2010
Kingston	USA	4448015	12/10/2013
Kingston Resorts	USA	4448016	12/10/2013
	USA	3748956	02/16/2010
Kingston Plantation	USA	3739309	01/19/2010
Kingston Plantation	USA	3200823	08/11/2005
Kingston Plantation	USA	5531053	07/31/2018
The Landing SPA & Fitness Center	USA	5675911	05/04/2017
The Landing at Kingston Plantation	USA	5675912	02/12/2019
78Fitness	USA	5681249	02/19/2019

Trademark	Country	Registration Number	Registration Date
SPA33	USA	5681250	02/19/2019
	USA	5675947	02/12/2019