

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357070

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DEUTSCHE BANK AG NEW YORK BRANCH		09/30/2015	BANK: GERMANY
RECEIVING PARTY DATA			
Name:	NEXT CENTURY ASSOCIATES, LLC		
Street Address:	1999 AVENUE OF THE STARS, SUITE 2850		
Internal Address:	C/O WOODRIDGE CAPITAL PARTNERS, LLC		
City:	LOS ANGELES		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86309808	CENTURY PLAZA	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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:	650-838-3743		
Email:	jlik@shearman.com		
Correspondent Name:	BROOKE SCHACHNER		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	Shearman & Sterling LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	2138/40		
NAME OF SUBMITTER:	BROOKE SCHACHNER		
SIGNATURE:	/BROOKE SCHACHNER/		
DATE SIGNED:	10/01/2015		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE (this “**Release**”) is made effective as of September 30, 2015, by DEUTSCHE BANK AG NEW YORK BRANCH, as administrative agent (“**Administrative Agent**”) for Lenders (as defined in the Loan Agreement), in favor of NEXT CENTURY ASSOCIATES, LLC, a Delaware limited liability company (“**Grantor**”).

WHEREAS, Grantor entered into that certain Loan Agreement dated as of June 20, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), with Administrative Agent and Lenders party thereto. Terms defined in the Loan Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement;

WHEREAS, Grantor entered into that certain Intellectual Property Security Agreement, dated as of June 20, 2014 (the “**IP Security Agreement**”) whereby Grantor granted to Administrative Agent a security interest in and to certain intellectual property of Grantor;

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on June 23, 2014 at Reel 5307 and Frame 703 with respect to U.S. trademarks and trademark applications; and

WHEREAS, in accordance with the provisions of the IP Security Agreement, Administrative Agent now desires to release its security interest in and to the Collateral (as defined below).

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

SECTION 1. Release of Grant of Security. Administrative Agent hereby releases to Grantor its security interest in all of Grantor’s right, title and interest in and to the following (the “**Collateral**”):

- (i) all patents and patent applications set forth in Schedule A hereto (the “**Patents**”);
- (ii) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered set forth in Schedule B hereto, together, in each case, with the goodwill symbolized thereby (the “**Trademarks**”);
- (iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “**Copyrights**”);
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by

international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto;

- (v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing; and
- (vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Recordation. Administrative Agent authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Release.

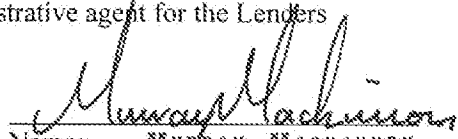
SECTION 3. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, Administrative Agent has caused this Release to be executed by its duly authorized officer.

DEUTSCHE BANK AG NEW YORK BRANCH,
administrative agent for the Lenders

By:


Name: **MURRAY MACKINNON**

Title: **VICE PRESIDENT**

By:


Name:
Title: **DINO PAPARELLI**
MANAGING DIRECTOR

SCHEDULE A

PATENTS

None.

SCHEDULE B

TRADEMARKS

<u>Country</u>	<u>Mark</u>	<u>Appl. No.</u>	<u>Filing Date</u>
United States	Century Plaza	86/309,808	6/13/2014

Common Law or License Marks

Mark	Ownership
Bahama Breeze	Owned by Darden Concepts, Inc. and licensed to Sunstone Hotel Investors, Inc.
X-Bar	Common Law

SCHEDULE C
COPYRIGHTS

None.