

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469605

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|------------------------------|---------------------------------------------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Termination and Release of Grant of Security Interest in Trademark Rights |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------------------------------|----------|----------------|-----------------------|
| Ares Capital Corporation, as Collateral Agent | | 04/12/2018 | Corporation: MARYLAND |

RECEIVING PARTY DATA

| | |
|------------------------|---------------------------------------|
| Name: | Pyramid Advisors Limited Partnership |
| Street Address: | One Post Office Square, Suite 1950 |
| City: | Boston |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 02109 |
| Entity Type: | Limited Partnership: DELAWARE |
| Name: | Winegardner & Hammons Hotel Group LLC |
| Street Address: | One Post Office Square, Suite 1950 |
| City: | Boston |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 02109 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 10

| Property Type | Number | Word Mark |
|-----------------------------|----------|--------------------------------------|
| Registration Number: | 3561631 | PYRAMID HOTEL GROUP |
| Registration Number: | 4903935 | PYRAMID HOTEL GROUP |
| Registration Number: | 3561632 | PYRAMID HOTEL GROUP |
| Registration Number: | 4903936 | PYRAMID HOTEL GROUP |
| Registration Number: | 1369447 | WH |
| Registration Number: | 1375265 | WH WINEGARDNER & HAMMONS, INC. |
| Serial Number: | 87030086 | WH |
| Serial Number: | 87030117 | WH |
| Serial Number: | 87030135 | WH WINEGARDNER & HAMMONS HOTEL GROUP |
| Serial Number: | 87030162 | WH WINEGARDNER & HAMMONS HOTEL GROUP |

CORRESPONDENCE DATA

Fax Number: 6173417701

TRADEMARK

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: 617-951-8132
Email: linda.salera@morganlewis.com
Correspondent Name: Linda A. Salera, Senior Paralegal
Address Line 1: One Federal Street
Address Line 2: c/o Morgan, Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110

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|---------------------------|-----------------|
| NAME OF SUBMITTER: | Linda A. Salera |
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|-------------------|-------------------|
| SIGNATURE: | /Linda A. Salera/ |
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|---------------------|------------|
| DATE SIGNED: | 04/12/2018 |
|---------------------|------------|

Total Attachments: 5

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**TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

THIS TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Termination"), is dated as of April 12, 2018, and made by **ARES CAPITAL CORPORATION**, as Collateral Agent ("Grantee") to **PYRAMID ADVISORS LIMITED PARTNERSHIP**, a Delaware limited partnership, and **WINEGARDNER & HAMMONS HOTEL GROUP LLC**, a Delaware limited liability company, each with a business address at One Post Office Square, Suite 1950, Boston, MA 02109 (each, a "Grantor" and, collectively, the "Grantors").

WHEREAS, Grantee and Grantors are among the parties to that certain Credit Agreement dated as of July 15, 2016 (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement");

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of July 15, 2016, made by the Grantors in favor of Grantee (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), the Grantors granted to the Grantee, among other collateral as set forth therein, a lien on and security interest in all of the Grantors' right, title and interest in, to and under the following, whether then owned or thereafter acquired or arising (as further defined in the Security Agreement, the "Trademark Collateral"):

- (a) each Grantor's Trademarks, including those set forth on Schedule A attached hereto; and
- (b) all goodwill of the business connected with the sue of, and symbolized by, each such Trademark.

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on July 15, 2016, at Reel 005835 and Frame 0409;

WHEREAS, Grantee now desires to terminate and release the Trademark Collateral, including, but not limited to, those Trademarks set forth on the attached Schedule A;

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

1. Definitions. All terms not herein defined, have the meanings set forth in the Security Agreement referenced above or, if not defined therein, in the Credit Agreement.

2. Release of Security Interest. Grantee hereby (a) terminates the Security Agreement in its entirety, (b) terminates, releases and discharges any security interest in and lien upon the Trademark Collateral, including those Trademarks listed on the attached Schedule A, and (c) reassigns, transfers, and conveys to the person or persons legally entitled thereto any right, title and interest of Grantee in the Trademark Collateral, including those Trademarks listed on the attached Schedule A.

3. Further Assurances. Grantee hereby authorizes the Grantors or the Grantors' authorized representative to record this Termination with the United States Patent and Trademark Office. Grantee further agrees to execute and deliver to the Grantors any and all further documents and instruments, and do any and all further acts which the Grantors (or the Grantors' agents or designees) may reasonably request (at the Grantors' sole cost and expense) in order to confirm this Termination and the Grantors' right, title and interest in, to and under the Trademark Collateral.

[signature page follows]

IN WITNESS WHEREOF, the Grantee has caused this Termination to be executed by its duly authorized signatory as of the date first written above.

ARES CAPITAL CORPORATION, as
Collateral Agent

By: 
Name: _____
Title: **Authorized Signatory**





Penni Roll
Authorized Signatory

Schedule A



Trademark Registrations/Applications

(see attached)

I. Trademark Registrations

| <u>Grantor</u> | <u>Trademark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|---------------------------------------|----------------------------------------------------------------------------------------------------------|-------------------------|--------------------------|
| Pyramid Advisors Limited Partnership | Pyramid Hotel Group | 3561631 | 01/13/2009 |
| Pyramid Advisors Limited Partnership | PYRAMID HOTEL GROUP | 4903935 | 02/23/2016 |
| Pyramid Advisors Limited Partnership |  PYRAMID HOTEL GROUP | 3561632 | 01/13/2009 |
| Pyramid Advisors Limited Partnership |  PYRAMID HOTEL GROUP | 4903936 | 02/23/2016 |
| Winegardner & Hammons Hotel Group LLC |  | 1369447 | 11/05/1985 |
| Winegardner & Hammons Hotel Group LLC |  | 1375265 | 12/10/1985 |

II. Trademark Applications

| <u>Grantor</u> | <u>Trademark</u> | <u>Application No.</u> | <u>Application Date</u> |
|---------------------------------------|-------------------------------------------------------------------------------------|------------------------|-------------------------|
| Winegardner & Hammons Hotel Group LLC |  | 87030086 | 05/09/2016 |
| Winegardner & Hammons Hotel Group LLC |  | 87030117 | 05/09/2016 |

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|---------------------------------------------|-----------------------------------------|----------|------------|
| Winegardner & Hammons Hotel Group LLC | WH WINEGARDNER & HAMMONS HOTEL GROUP | 87030135 | 05/09/2016 |
| Winegardner & Hammons Hotel Group LLC | WH WINEGARDNER & HAMMONS HOTEL GROUP | 87030162 | 05/09/2016 |

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RECORDED: 04/12/2018

**TRADEMARK
REEL: 006346 FRAME: 0611**