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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM533817

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Release and Reassignment

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cantor Fitzgerald Securities		12/07/2018	General Partnership: NEW YORK

RECEIVING PARTY DATA

Name:	INTERSTATE HOTELS & RESORTS, INC.		
Street Address:	4501 North Fairfax Drive		
City:	Arlington		
State/Country:	try: VIRGINIA		
Postal Code:	22203		
Entity Type:	Corporation: DELAWARE		

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark		
Registration Number:	2407010	BIGG BLUE MARTINI		
Registration Number:	2407018	BIGG BLUE MARTINI		
Registration Number:	4229261	I		
Registration Number:	4330334	I INTERSTATE HOTELS & RESORTS		
Registration Number:	3359075	OUR EXPERIENCE YOUR SUCCESS		
Registration Number:	4525496	WHET YOUR APPETITE WITH THE 5 MOOD GROUP		

CORRESPONDENCE DATA

Fax Number:

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.

Email: jbraibanti@paulweiss.com, lfranco@paulweiss.com

Correspondent Name: Jill C. Braibanti

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 2: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	21596-08
NAME OF SUBMITTER:	Jill C. Braibanti
SIGNATURE:	/Jill C. Braibanti/
DATE SIGNED:	07/26/2019

Total Attachments: 4

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of December 7, 2018, by Cantor Fitzgerald Securities, as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, INTERSTATE HOTELS & RESORTS, INC., a Delaware corporation ("Grantor"), and Collateral Agent were parties to that certain Trademark Security Agreement dated as of May 3, 2016 (the "Security Agreement") pursuant to which Grantor granted a security interest to Collateral Agent in certain Trademarks and Trademark Collateral (as defined below) as security for the Secured Obligations of Grantor owing to Collateral Agent, including the Trademarks set forth on Schedule 1 hereto:

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on May 3, 2016, at Reel 5784, Frame 0199; and

WHEREAS, Grantor has requested that Collateral Agent terminate and release its security interest in and liens on the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Collateral Agent hereby terminates, releases and discharges its continuing security interest in and liens on Grantor's entire right, title and interest in and to any collateral in respect of which a security interest was granted to Collateral Agent under the Security Agreement, including the following, whether owned or existing at the time of the Security Agreement or thereafter created, acquired or arising (all such items or types of property being herein collectively referred to as the "Trademark Collateral"):
 - (i) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided, that no Lien and security interest is granted on any "intent to use" Trademark applications for which a "statement of use" or "amendment to allege use" has not been filed (but only until such statement or amendment is filed);
 - (ii) all renewals and extensions of the foregoing;
 - (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
 - (iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

- 2. Collateral Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Collateral Agent, any and all of Collateral Agent's right, title and interest in and to the Trademarks and the Trademark Collateral.
- 3. This Trademark Release and Reassignment and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.
- 4. This Trademark Release and Reassignment may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Release and Reassignment by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, Collateral Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

CANTOR FITZGERALD SECURITIES, as Collateral Agent

By: Name:

Nils Homing

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Interstate Trademark Release and Reassignment

SCHEDULE 1

Trademark Registrations

U.S. REGISTERED TRADEMARKS

No.	Owner	Trademark	Class	Country	Reg. Number	Serial Number	Filing Date	Reg. Date
1.	Interstate Hotels & Resorts, Inc.	BIGG BLUE MARTINI	42	United States	2,407,010	75/576, 543	10/26/199 8	11/21/2000
2.	Interstate Hotels & Resorts, Inc.	BIGG BLUE MARTINI and Design	42	United States	2,407,018	75/578,26 5	10/26/199	11/21/2000
3.	Interstate Hotels & Resorts, Inc.	I and Design	35, 37, 42	United States	4,229,261	85/543,77 8	2/15/2012	10/23/2012
4.	Interstate Hotels & Resorts, Inc.	I INTERSTATE HOTELS & RESORTS and Design	35, 37, 42	United States	4,330,334	85/543,80 6	2/15/2012	5/7/2013
5.	Interstate Hotels & Resorts, Inc.	OUR EXPERIENCE YOUR SUCCESS	35	United States	3,359,075	77/152,96 8	12/1/2005	12/25/2007
6.	Interstate Hotels & Resorts, Inc.	WHET YOUR APPETITE WITH THE 5 MOOD GROUPS	35	United States	4,525,496	86/073,09 6	9/24/2013	5/6/2014

U.S. TRADEMARK APPLICATIONS

None.

TRADEMARK REEL: 006704 FRAME: 0760

RECORDED: 07/26/2019