

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM695214

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BANK OF AMERICA, N.A., as Collateral Agent		12/16/2021	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HILTON RESORTS CORPORATION		
<b>Street Address:</b>	6355 MetroWest Boulevard, Suite 180		
<b>City:</b>	Orlando		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32835		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3509997	GRAND WAIKIKIAN	
<b>Registration Number:</b>	4737682	IQ HAWAII, IQ + I LOVE HAWAII	
<b>Registration Number:</b>	3843660	PARC SOLEIL	
<b>Registration Number:</b>	3856563	SPA MERGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2023704750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	Cogency Global Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1551622		
<b>NAME OF SUBMITTER:</b>	Jenny Lim		
<b>SIGNATURE:</b>	/Jenny Lim/		
<b>DATE SIGNED:</b>	12/16/2021		

OP \$115.00 3509997

**Total Attachments: 4**

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**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of December 16, 2021, is from Bank of America, N.A., as Collateral Agent (the "Collateral Agent") to Hilton Resorts Corporation, a Delaware corporation (the "Pledgor").

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, dated as of December 28, 2016, by and among the Pledgor, Hilton Grand Vacations Parent LLC (the "Parent"), the other Guarantors party thereto, Deutsche Bank AG New York Branch (the "Previous Agent") and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement", the Pledgor granted to the Previous Agent, in its capacity as collateral agent, a security interest in and to certain collateral, including, without limitation, the Trademark Collateral, including the trademark registrations and applications set forth Schedule I attached hereto (collectively, the "Released Collateral"), arising under the Security Agreement (as defined below) and the Trademark Security Agreement (as defined below) (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office;

WHEREAS, pursuant to that certain Amendment No. 1 to the Credit Agreement, dated November 28, 2018 ("Amendment No. 1"), by and among the Pledgor, the Successor Agent (as defined below), the Previous Agent and the other parties party thereto, the Previous Agent resigned as administrative agent and collateral agent under that certain Credit Agreement dated as of December 28, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including by Amendment No.1 the "Credit Agreement") by and among the Pledgor, the Parent, the other Borrowers party thereto, the other Guarantors party thereto, each lender from time to time party thereto and Bank of America, N.A. (the "Successor Agent") assumed and succeeded to all of the rights, powers, discretions, privileges and duties of the Previous Agent as administrative agent and collateral agent;

WHEREAS, pursuant to the Security Agreement, the Pledgor executed and delivered that certain Trademark Security Agreement (Short Form), by and among the Pledgor and the Previous Agent, dated as of March 24, 2017 (the "Trademark Security Agreement"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was filed in the Trademark Division of the United States Patent and Trademark Office on March 24, 2017 at Reel 006018 and Frame 0435;

WHEREAS, pursuant to that certain Trademark Security Interest Assignment Agreement, the Pledgor, by reference to the Security Agreement, reaffirmed their intent to grant a security interest to the Collateral Agent in the Pledgor's registered or applied for trademarks, trade names and service marks, including the Released Collateral (the "Assignment Agreement");

WHEREAS, the Assignment Agreement was filed in the Trademark Division of the United States Patent and Trademark Office on November 28, 2018 at Reel 006490 and Frame 0024;

WHEREAS, the Pledgor has requested that the Collateral Agent terminate and release the entirety of its security interest in the Released Collateral;

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth herein, the Collateral Agent hereby states as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined have the meanings specified in the Assignment Agreement, the Collateral Agreement or the Trademark Security Agreement, as applicable.

2. Release of Security Interest. The Collateral Agent hereby (i) terminates, cancels, releases, and discharges, without recourse, representation, or warranty, any and all security interest it has in or to the Released Collateral, including under the Security Agreement and the Trademark Security Agreement, and (ii) reassigns any and all such right, title, and interest (if any) that the Collateral Agent may have in the Released Collateral to the Pledgor. Any right, title, or interest of the Collateral Agent in such Released Collateral shall hereby cease and become void.

3. Further Assurances. The Collateral Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably requested in writing by the Pledgor to effect the termination and release of the security interest contemplated hereby.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release Of Security Interest In Trademarks by its duly authorized officer as of the date first above written.

BANK OF AMERICA, N.A., as Collateral Agent

By: Suzanne E. Pickett  
Name: Suzanne E. Pickett  
Title: Senior Vice President

[Signature Page to Termination and Release of Security Interest in Trademarks (Hilton Resorts ... Corporation)]