

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Interval International, Inc.		06/21/2012	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Collateral Agent
Street Address:	1525 West W.T. Harris Blvd.
Internal Address:	MAC D1109-019
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28262
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1435023	ASTON
Registration Number:	3624677	ASTON
Registration Number:	3933236	ASTON
Registration Number:	3933235	ASTON HOTELS & RESORTS
Registration Number:	3746067	ASTON HOTELS & RESORTS
Registration Number:	3746065	ASTON HOTELS & RESORTS
Registration Number:	3663653	FLEXCHANGE
Registration Number:	4010634	SHORTSTAY EXCHANGE
Registration Number:	3898243	SHARED OWNERSHIP INVESTMENT CONFERENCE
Registration Number:	3756791	LEAVING LASTING IMPRESSIONS
Serial Number:	85094878	CLUB INTERVAL GOLD
Serial Number:	85556294	INTERVAL PLATINUM

CORRESPONDENCE DATA

900228317

TRADEMARK  
 REEL: 004821 FRAME: 0579

OP \$315.00 1435023

Fax Number: 7043432300

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: (704) 373-4640

Email: bsmith@mcguirewoods.com

Correspondent Name: Betty G. Smith, Senior Paralegal

Address Line 1: McGuireWoods LLP, 201 N. Tryon St.

Address Line 2: Suite 3000

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	2029724-0582
NAME OF SUBMITTER:	Betty G. Smith
Signature:	/Betty G. Smith/
Date:	07/16/2012

**Total Attachments: 7**

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**GRANT OF SECURITY INTEREST IN TRADEMARKS**

**Trademark Security Agreement**, dated as of June 21, 2012, by INTERVAL INTERNATIONAL, INC., ASTON HOTELS & RESORTS, LLC and MERIDIAN FINANCIAL SERVICES, INC. (individually, a "Grantor", and, collectively, the "Grantors"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

**W I T N E S S E T H:**

WHEREAS, the Grantors are party to an Amended and Restated Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor (collectively, the "Applicable Collateral"):

- (a) Trademarks of such Grantor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the release of the Lien provided for in the Security Agreement (as set forth in the Security Agreement and/or the Credit Agreement, as the case may be) with respect to all or any portion of the Applicable Collateral (including in connection with the Disposition thereof), the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in all or such portion of the Applicable Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party

hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

INTERVAL INTERNATIONAL, INC.  
MERIDIAN FINANCIAL SERVICES, INC.

By: Jeanette E. Marbert  
Name: Jeanette Marbert  
Title: Executive Vice President

ASTON HOTELS & RESORTS, LLC

By:   
Name: John Galea  
Title: Manager

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION  
as Collateral Agent

By: Andrea S Chen  
Name: Andrea Chen  
Title: Director

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK**  
**APPLICATIONS**

**Trademark Registrations:**

<b>Owner</b>	<b>Registration Number</b>	<b>Trademark</b>
Aston Hotels & Resorts, LLC	2842722	BREAKFAST ON THE BEACH
Aston Hotels & Resorts, LLC	3208696	A PERFECT PLACE TO STAY. OUR HAWAII. YOUR WAY.
Aston Hotels & Resorts, LLC	3200783	Girl Logo
Aston Hotels & Resorts, LLC	3497121	HAWAII 5-0
Interval International, Inc.	1435023	ASTON
Interval International, Inc.	3624677	ASTON
Interval International, Inc.	3933236	ASTON
Meridian Financial Services, Inc.	2588062	RMI
Interval International, Inc.	3933235	ASTON HOTELS & RESORTS
Interval International, Inc.	3746067	ASTON HOTELS & RESORTS and design Black and White
Interval International, Inc.	3746065	ASTON HOTELS & RESORTS and design in Color
Interval International, Inc.	3,663,653	FLEXCHANGE
Interval International, Inc.	4010634	SHORTSTAY EXCHANGE
Interval International, Inc.	3898243	SHARED OWNERSHIP INVESTMENT CONFERENCE
Interval International, Inc.	3756791	LEAVING LASTING IMPRESSIONS

**Trademark Applications:**

<b>Owner</b>	<b>Application Number</b>	<b>Trademark</b>
Interval International, Inc.	85/094878	CLUB INTERVAL GOLD
Interval International, Inc.	85/556294	INTERVAL PLATINUM

40074188.3