

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DE Operating LLC	FORMERLY Destination Experience, Inc.	01/10/2014	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC, as Agent		
Street Address:	311 South Wacker Dr., Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4007117	DESTINATION EXPERIENCE WHAT TO DO.	
Registration Number:	4023566	WHAT TO DO	
CORRESPONDENCE DATA			
Fax Number:	3128637865		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson, Paralegal		
Address Line 1:	Goldberg Kohn Ltd., 55 E. Monroe St.		
Address Line 2:	Ste 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6878.003		
NAME OF SUBMITTER:	Sharon Patterson		

OP \$65.00 4007117

Signature:	/sharon patterson/
Date:	01/17/2014
Total Attachments: 5 source=DE Operating Trademark#page1.tif source=DE Operating Trademark#page2.tif source=DE Operating Trademark#page3.tif source=DE Operating Trademark#page4.tif source=DE Operating Trademark#page5.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of January 10, 2014, by DE OPERATING LLC, a Florida limited liability company (formerly known as DESTINATION EXPERIENCE, INC., a Florida corporation) ("Grantor"), in favor of MONROE CAPITAL MANAGEMENT ADVISORS, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

### WITNESSETH

WHEREAS, Grantor, Grantee, and Lenders are parties to a certain Credit Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), providing for extensions of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of the date hereof between Grantor and Grantee (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including a security interest in all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the Obligations (as defined in the Credit Agreement);

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark.


3. Miscellaneous. THIS AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision of or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Whenever in this Agreement reference is made to Grantee, Lenders or Grantor, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Grantee and Lenders and their respective successors and assigns. This Agreement may be authenticated in any number of separate counterparts, each of which shall collectively and separately constitute one agreement.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**DE OPERATING LLC**  
(formerly known as DESTINATION EXPERIENCE,  
INC.)

By its sole Member, BookIt Enterprises LLC

By:   
Name: Arthur P. Finlaw  
Title: Manager

Agreed and Accepted  
As of the Date First Written Above

**MONROE CAPITAL MANAGEMENT  
ADVISORS, LLC,**  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**DE OPERATING LLC**  
(formerly known as DESTINATION EXPERIENCE,  
INC.)

By its sole Member, BookIt Enterprises LLC

By: \_\_\_\_\_  
Name: Arthur P. Finlaw  
Title: Manager

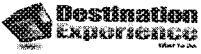
Agreed and Accepted  
As of the Date First Written Above

**MONROE CAPITAL MANAGEMENT  
ADVISORS, LLC,**  
as Agent

By: \_\_\_\_\_  
Name: Nathan Harold  
Title: Vice President

**SCHEDULE 1**

Trademark Applications and Registrations

Mark	App. No.	Reg. No.	App. Date	Reg. Date	Goods/Services
	85/005337	4,007,117	4/2/2010	8/2/2011	Arranging, coordinating and organizing tours; making online reservations and bookings for transportation; travel and tour ticket reservation services; in Class 39  On-line entertainment ticket agency services; in Class 41
WHAT TO DO	85/005311	4,023,566	4/2/2010	9/6/2011	Arranging, coordinating and organizing tours; making online reservations and bookings for transportation; travel and tour ticket reservation services; in Class 39  On-line entertainment ticket agency services; in Class 41