

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM322728

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TRAVELPONY, LLC		11/05/2014	LIMITED LIABILITY COMPANY: DELAWARE
TRAVEL INNOVATIONS GROUP LLC		11/05/2014	LIMITED LIABILITY COMPANY: DELAWARE
TRAVEL HOLDINGS, INC.		11/05/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMVEST CAPITAL II, L.P., as Agent		
<b>Street Address:</b>	525 Okeechobee Boulevard, Suite 1050		
<b>City:</b>	West Palm Beach		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33401		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86374042	TRAVELPONY	
<b>Serial Number:</b>	86374040		
<b>Registration Number:</b>	4524683	NSIGHT, HUMANIZING TRAVEL INTELLIGENCE	
<b>Registration Number:</b>	3529148	JETBUZZ THE TRAVEL DEAL DISTRIBUTION TOO	
<b>Registration Number:</b>	3762212	LAST MINUTE TRAVEL	
<b>Registration Number:</b>	1811733	LAST MINUTE TRAVEL	
<b>Registration Number:</b>	2485919	LASTMINUTETRAVEL.COM	
<b>Registration Number:</b>	2493292	LASTMINUTETRAVEL.COM	
<b>Registration Number:</b>	2502936		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637806		
<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>	312-863-7198		
<b>Email:</b>	nancy.brougher@goldbergkohn.com		
<b>Correspondent Name:</b>	Nancy Brougher, Paralegal		
<b>Address Line 1:</b>	Goldberg Kohn Ltd.		
<b>TRADEMARK</b>			

OP \$240.00 86374042

<b>Address Line 2:</b>	55 East Monroe Street, Suite 3300
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	6913.048
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<b>NAME OF SUBMITTER:</b>	Nancy Brougher
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<b>SIGNATURE:</b>	/njb/
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<b>DATE SIGNED:</b>	11/10/2014
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**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of November 5, 2014, by TravelPony, LLC, a Delaware limited liability company, Travel Innovations Group, a Delaware limited liability company, and Travel Holdings, Inc., a Delaware corporation (collectively, the "Grantors"), in favor of COMVEST CAPITAL II, L.P., a Delaware limited partnership, as Agent (as defined in the Credit Agreement, as defined below), for itself, the other Lenders (as defined in the Credit Agreement) and the other Secured Persons (as defined in the Collateral Agreement, defined below).

### WITNESSETH:

WHEREAS, TOURICO HOLIDAYS, INC., a Florida corporation (the "Borrower"), the Grantors, the Lenders and the Agent have entered into a Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), which provides for, among other things, for the Lenders to make various loans and extensions of credit to the Borrower from time to time pursuant to the terms and conditions of the Credit Agreement.

WHEREAS, Grantors, the other grantors from time to time parties thereto and Agent have entered into a Collateral Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), pursuant to which, among other things, Grantors are required to secure all of the Obligations (as defined in the Credit Agreement) by granting to the Agent, for the benefit of the Agent, the Lenders and the other Secured Persons, liens and security interests on substantially all of Grantors' assets;

WHEREAS, pursuant to the Collateral Agreement, Grantors granted to Agent, for the benefit of the Agent, the Lenders and the other Secured Persons, a continuing security interest in, lien on, and right of set-off against all Trademarks (as defined in the Collateral Agreement) of Grantors, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Collateral Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Agent, the Lenders and the other Secured Persons, this Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants, pledges and collaterally assigns to the Agent, for the benefit of the Agent, the Lenders and the other Secured Persons, a security interest in all of such Grantor's right, title and interest in:

(a) each Grantor's Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such Trademarks, and

(b) all Proceeds and products thereof, including without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with such Trademarks.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Agent, for the benefit of the Agent, the Lenders and the other Secured Persons, pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademarks and related Collateral made and granted hereby are more fully set forth in the Collateral Agreement. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

4. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Collateral Agreement. Notwithstanding the foregoing, the Agent may modify this Agreement by amending Schedule A hereto to include reference to any right, title or interest in any Trademarks currently owned by any Grantor or any Trademarks acquired by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which no Grantor has or claims any right, title or interest.

5. COUNTERPARTS. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement may be executed by signatures delivered by facsimile or electronic mail, each of which shall be fully binding on the signing party.

6. GOVERNING LAW. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES. FURTHER, THE LAW OF THE STATE OF DELAWARE SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.**

*[Signature Pages Follow]*

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

TRAVELPONY, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Richard Maradik  
Title: Manager

TRAVEL INNOVATIONS GROUP LLC,  
a Delaware limited liability company

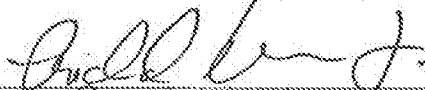
By: Wendy Friedberg  
Name: W. Friedberg  
Title: Director and Manager

TRAVEL HOLDINGS, INC.,  
a Delaware corporation

By: Wendy Friedberg  
Name: Wendy Friedberg  
Title: Chief Legal Officer

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

TRAVELPONY, LLC,  
a Delaware limited liability company

By:   
Name: RICHARD MADAIK  
Title: MANAGER, FINDER

ACCEPTED AND ACKNOWLEDGED BY:

COMVEST CAPITAL II, L.P., as Agent

By: ComVest Capital II Partners, L.P.,  
Its General Partner

By: ComVest Capital II Partners UGP, LLC,  
Its General Partner

By:   
Name: Daniel Lee  
Title: Managing Director

**SCHEDULE A****Trademarks**

<b>MARK</b>	<b>SERIAL NUMBER</b>	<b>REGIS. NUMBER</b>	<b>REGIS. DATE</b>	<b>OWNER INFORMATION</b>
TRAVELPONY	86374042	NA	NA	TravelPony, LLC
None (design only)	86374040	NA	NA	TravelPony, LLC
NSIGHT, HUMANIZING TRAVEL INTELLIGENCE	85950691	4524683	05/06/14	Travel Innovations Group
JETBUZZ THE TRAVEL DEAL DISTRIBUTION TOOL	78759972	3529148	11/04/08	Travel Holdings, Inc.
LAST MINUTE TRAVEL	77609527	3762212	03/23/10	Travel Holdings, Inc.
LAST MINUTE TRAVEL	74353401	1811733	12/14/93	Travel Holdings, Inc.
LASTMINUTETRAVEL.COM	75755858	2485919	09/04/01	Travel Holdings, Inc.
LASTMINUTETRAVEL.COM	75755856	2493292	09/25/01	Travel Holdings, Inc.
None (design only)	75861363	2502936	10/30/01	Travel Holdings, Inc.