

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM344302

<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>
Associated Luxury Hotels International Holdings, LLC		06/10/2015	LIMITED LIABILITY COMPANY: FLORIDA
Global Luxury Alliance, LLC		06/10/2015	LIMITED LIABILITY COMPANY: FLORIDA
Associated Destinations Worldwide, LLC		06/10/2015	LIMITED LIABILITY COMPANY: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	First Niagara Bank, N.A.		
<b>Street Address:</b>	726 Exchange Street		
<b>City:</b>	Buffalo		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14210		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86071600	GLOBAL · LUXURY · ALLIANCE	
<b>Serial Number:</b>	75187113	ALHI	
<b>Serial Number:</b>	75186543	ALHI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158648999		
<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>	(215) 864-8407		
<b>Email:</b>	wintners@ballardspahr.com		
<b>Correspondent Name:</b>	Sandra Wintner		
<b>Address Line 1:</b>	Ballard Spahr LLP		
<b>Address Line 2:</b>	1735 Market Street, 51st Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-7599		
<b>ATTORNEY DOCKET NUMBER:</b>	00180074		
<b>NAME OF SUBMITTER:</b>	Sandra Wintner		
<b>SIGNATURE:</b>	/Sandra Wintner/		

CH \$90.00 86071600

**DATE SIGNED:**

06/11/2015

**Total Attachments: 14**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement") is executed as of June 10, 2015 by Associated Luxury Hotels International Holdings, LLC, a Florida limited liability company ("ALHI"), Global Luxury Alliance, LLC, a Florida limited liability company ("GLA"), Associated Destinations Worldwide, LLC, a Florida limited liability company ("ADW") (ALHI, GLA, and ADW, together with the persons joined hereto as a borrower from time to time, each a "Borrower" and collectively "Borrowers"), and delivered to First Niagara Bank, N.A. ("Lender").

### BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Loan and Security Agreement of even date herewith among ALHI Holdings, LLC, Borrowers and Lender (as it may be amended, restated, supplemented or modified from time to time, the "Loan Agreement"), under which Borrowers are granting Lender a lien on and security interest in certain assets of Borrowers associated with or relating to services or products sold under Borrowers' trademarks and the goodwill associated therewith. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. One or more of the Borrowers have adopted, used and are using (or have filed applications for the registration of) the trademarks, service marks and tradenames listed on Schedule "A" attached hereto and made part hereof (all such marks or names hereinafter referred to as the "Trademarks").

C. Pursuant to the Loan Agreement, Lender is acquiring a lien on, security interest in and a license to use the Trademarks and the registration thereof, together with all the goodwill associated therewith and represented thereby, as security for all of the Obligations, and Lender desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW THEREFORE, in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, each Borrower grants to Lender a lien on and security interest in all of such Borrower's present and future right, title and interest in and to the Trademarks, together with all the goodwill of such Borrower associated with and represented by the Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Each Borrower represents, warrants and covenants to Lender that:

(a) As of the date hereof, the Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) As of the date hereof, all of the Trademarks (other than applications for the registration thereof which have been filed) are registered and, to the knowledge of the Borrowers, valid and enforceable;

(c) Such Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the applicable Trademarks set forth on Schedule A opposite its name, and each of such Trademarks is free and clear of any liens, charges and encumbrances, including without limitation, pledges, assignments, licenses (other than to a Borrower and Lender hereunder), other than Permitted Liens;

(d) Such Borrower has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Such Borrower has complied in all material respects with, and will continue for the duration of this Agreement to comply in all material respects with the requirements set forth in 15 U.S.C. §1051-1127 and any other applicable statutes, rules and regulations in connection with its use of the Trademarks; and

(f) As of the date hereof, such Borrower has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it with reference to the Trademarks.

3. Each Borrower further covenants that:

(a) Until Payment in Full, such Borrower will not enter into any agreement, including, without limitation, license agreements or options, which restricts or impairs Lender's rights hereunder other than in immaterial respects.

(b) If such Borrower acquires rights to any new trademarks, service marks or tradenames (other than any Excluded Property), the provisions of this Agreement shall automatically apply thereto and such trademarks shall be deemed part of the Trademarks. Borrowers shall give Lender notice thereof by including a description of the same in the next Compliance Certificate delivered after acquisition of such rights along with an amended Schedule "A."

4. So long as this Agreement is in effect and so long as Borrowers have not received notice from Lender that an Event of Default has occurred and is continuing under the Loan Agreement and that Lender has elected to exercise its rights hereunder: (i) Borrowers shall continue to have the exclusive right to use the Trademarks; and (ii) Lender shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

5. Anything herein contained to the contrary notwithstanding, if and while an Event of Default has occurred and is continuing under the Loan Agreement, each Borrower hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted hereunder, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. For such purposes, while an Event of Default has occurred and is continuing, each Borrower hereby authorizes and empowers Lender to make,

constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as such Borrower's true and lawful attorney-in-fact, with the power to endorse such Borrower's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute a Trademark Assignment in the form attached hereto as Exhibit 1. Each Borrower hereby ratifies all that such attorney or agent shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney or agent. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Agreement and other Loan Documents, and until Payment in Full.

6. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

7. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted to Lender under the Loan Documents. In the event of an inconsistency between this Agreement and Loan Agreement, the language of this Agreement shall control.

8. Upon Payment in Full or any disposition of any Trademark in accordance with the terms of the Loan Agreement, Lender shall, at Borrowers' expense, execute and deliver to Borrowers all documents reasonably necessary to terminate Lender's security interest in the Trademarks.

9. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, or defending, protecting or enforcing Lender's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Borrowers to the extent provided for in Section 9.6 of the Loan Agreement.

10. Subject to the terms of the Loan Agreement, Borrowers shall have the duty to prosecute diligently any application and/or registration with respect to the Trademarks that are material to the business of the Borrowers pending as of the date of this Agreement or thereafter, until Payment in Full, to preserve and maintain all rights in the Trademarks to the extent material to the business of the Borrowers, and upon reasonable request of Lender, Borrowers shall make federal application on registerable but unregistered material Trademarks owned by any Borrower. Any reasonable expenses incurred in connection with such applications shall be borne exclusively by Borrowers. Unless otherwise permitted by the Loan Agreement, no Borrower shall abandon any Trademarks that are material to the business of the Borrowers without the prior written consent of Lender.

11. Borrowers shall have the right to bring suit in their own name to enforce the Trademarks, in which event, to the extent such suit relates to any Trademark that is material to the business of the Borrowers, Lender may, if Lender in good faith deems it necessary, be joined as a nominal party to such suit if Lender shall have been satisfied, in its sole discretion, that it is not thereby incurring any risk of liability because of such joinder. Borrowers shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including reasonable attorneys' fees and costs, incurred by Lender in the fulfillment of the provisions of this paragraph, in each case, to the extent provided for in Sections 9.4 and 9.6, as applicable, of the Loan Agreement.

12. Upon the occurrence and continuation of an Event of Default under the Loan Agreement, Lender may, without any obligation to do so, complete any obligation of any Borrower hereunder, in such Borrower's name or in Lender's name, but at the expense of Borrowers.

13. No course of dealing between Borrowers and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement or Loan Documents, or by any other future agreements between any Borrower and Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

14. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

15. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

16. Any notices or consents required or permitted by this Agreement shall be in writing and shall be deemed given if delivered to the address set forth in Section 9.8 of the Loan Agreement in person, by first class mail, telecopy or by nationally recognized overnight courier. Any notice sent by Lender or any Borrower by any of the above methods shall be deemed to be given when so received.

17. THIS AGREEMENT, AND ALL MATTERS ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND ALL RELATED AGREEMENTS AND DOCUMENTS, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF NEW YORK. THE PROVISIONS OF THIS AGREEMENT AND ALL OTHER AGREEMENTS AND DOCUMENTS REFERRED TO HEREIN ARE TO BE DEEMED SEVERABLE, AND THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION SHALL NOT AFFECT OR IMPAIR THE REMAINING PROVISIONS WHICH SHALL CONTINUE IN FULL FORCE AND EFFECT.

18. Each Borrower and Lender each hereby irrevocably consent to the non-exclusive jurisdiction of the Courts of the State of New York sitting in the County of New York or the

United States District Court for the Southern District of New York in any and all actions and proceedings whether arising hereunder or under any other agreement or undertaking. Each Borrower waives any objection which such Borrower may have based upon lack of personal jurisdiction, improper venue or forum non conveniens. Each Borrower irrevocably agrees to service of process by certified mail, return receipt requested to the address of the appropriate party set forth herein.


19. EACH BORROWER AND LENDER EACH HEREBY WAIVE ANY AND ALL RIGHTS IT MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION, PROCEEDING OR COUNTERCLAIM ARISING WITH RESPECT TO RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO OR UNDER THE LOAN DOCUMENTS OR WITH RESPECT TO ANY CLAIMS ARISING OUT OF ANY DISCUSSIONS, NEGOTIATIONS OR COMMUNICATIONS INVOLVING OR RELATED TO ANY PROPOSED RENEWAL, EXTENSION, AMENDMENT, MODIFICATION, RESTRUCTURE, FORBEARANCE, WORKOUT, OR ENFORCEMENT OF THE TRANSACTIONS CONTEMPLATED BY THE LOAN DOCUMENTS.

**[Signature Page Follows]**

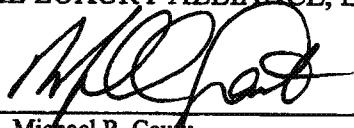
IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement, under seal, the day and year first above written.

**Borrowers:**

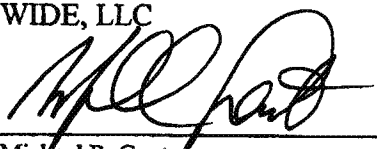
ASSOCIATED LUXURY HOTELS  
INTERNATIONAL HOLDINGS, LLC

By:   
Name: Michael R. Coutu  
Title: Chief Financial Officer

GLOBAL LUXURY ALLIANCE, LLC

By:   
Name: Michael R. Coutu  
Title: Chief Financial Officer

ASSOCIATED DESTINATIONS  
WORLDWIDE, LLC

By:   
Name: Michael R. Coutu  
Title: Chief Financial Officer

**Approved and Accepted:**

FIRST NIAGARA BANK, N.A.

By: \_\_\_\_\_

Name:

Title:



IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement, under seal, the day and year first above written.

**Borrowers:**

ASSOCIATED LUXURY HOTELS  
INTERNATIONAL HOLDINGS, LLC

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

GLOBAL LUXURY ALLIANCE, LLC


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

ASSOCIATED DESTINATIONS  
WORLDWIDE, LLC

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

**Approved and Accepted:**

FIRST NIAGARA BANK, N.A.

By: 

Name: CARL GOETZ

Title: FIRST VICE PRESIDENT

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF Florida :SS  
COUNTY OF Orange :

On this 10 day of June, 2015, before me personally appeared Michael R. Coutu,  
to me known and being duly sworn, deposes and says that he/she is the Chief Financial Officer of  
Associated Destinations Worldwide, LLC, the Florida limited liability company described in the  
foregoing Agreement; that he/she knows the seal of the limited liability company; that the seal so  
affixed to the Agreement is such seal; that he/she signed the agreement and affixed the seal of  
the limited liability company thereto as such officer pursuant to the authority vested in him/her  
by law; that the within Agreement is the voluntary act of such limited liability company; and  
he/she desires the same to be recorded as such.



JUSTIN WISMAN  
MY COMMISSION # FF 218810  
EXPIRES: April 9, 2019  
Bonded Thru Budget Notary Services

Justin Wisman  
Notary Public  
My Commission Expires:

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF Florida :SS  
COUNTY OF Orange :

On this 10 day of June, 2015, before me personally appeared Michael R. Coutu, to me known and being duly sworn, deposes and says that he/she is the Chief Financial Officer of Associated Luxury Hotels International Holdings, LLC, the Florida limited liability company described in the foregoing Agreement; that he knows the seal of the limited liability company; that the seal so affixed to the Agreement is such seal; that he/she signed the agreement and affixed the seal of the limited liability company thereto as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such limited liability company; and he/she desires the same to be recorded as such.



JUSTIN WISMAN  
MY COMMISSION # FF 218810  
EXPIRES: April 9, 2019  
Bonded Thru Budget Notary Services

Justin Wisman  
Notary Public  
My Commission Expires:

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF Florida :SS  
COUNTY OF Orange :



On this 10 day of June, 2015, before me personally appeared Michae. R. Coutu, to me known and being duly sworn, deposes and says that he/she is the Chief Financial Officer of Global Luxury Alliance, LLC, the Florida limited liability company described in the foregoing Agreement; that he/she knows the seal of the limited liability company; that the seal so affixed to the Agreement is such seal; that he/she signed the agreement and affixed the seal of the limited liability company thereto as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such limited liability company; and he/she desires the same to be recorded as such.



JUSTIN WISMAN  
MY COMMISSION # FF 218810  
EXPIRES: April 9, 2019  
Bonded Thru Budget Notary Services

Justin Wisman  
Notary Public  
My Commission Expires:

**SCHEDULE A TO TRADEMARK SECURITY AGREEMENT**

<u>Trademark</u>	<u>Type</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Filing Dates</u>	<u>Owner</u>
GLOBAL * LUXURY * ALLIANCE  	Service Mark	86071600	4700742	Application Filing Date: Sep. 23, 2013  Registration Date: Mar. 10, 2015	Associated Luxury Hotels International Holdings, LLC
ALHI  	Service Mark	75187113	2147267	Application Filing Date: Oct. 15, 1996  Registration Date: Mar. 31, 1998	
ALHI	Service Mark	75186543	2147266	Application Filing Date: Oct. 15, 1996  Registration Date: Mar. 31, 1998	

**EXHIBIT 1 TO TRADEMARK SECURITY AGREEMENT**

**TRADEMARK ASSIGNMENT**

WHEREAS, Associated Luxury Hotels International Holdings, LLC ("ALHI"), Global Luxury Alliance, LLC ("GLA"), Associated Destinations Worldwide, LLC ("ADW" and collectively with ALHI and GLA, "Grantor") is the registered owner of the United States trademarks, tradenames and registrations listed on Schedule "A" attached hereto and made a part hereof (the "Trademarks"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, \_\_\_\_\_("Grantee"), having a place of business at \_\_\_\_\_, is desirous of acquiring the Trademarks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ASSOCIATED LUXURY HOTELS  
INTERNATIONAL HOLDINGS, LLC

Witness: \_\_\_\_\_

By: \_\_\_\_\_  
As Attorney-in-fact

GLOBAL LUXURY ALLIANCE, LLC

Witness: \_\_\_\_\_

By: \_\_\_\_\_  
As Attorney-in-fact

ASSOCIATED DESTINATIONS WORLDWIDE,  
LLC

Witness: \_\_\_\_\_

By: \_\_\_\_\_  
As Attorney-in-fact



UNITED STATES OF AMERICA :  
STATE OF \_\_\_\_\_ : SS  
COUNTY OF \_\_\_\_\_ :



On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me a Notary Public for the said County and State, personally appeared \_\_\_\_\_ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of Associated Destinations Worldwide, LLC, a Florida limited liability company (“Grantor”), and he/she acknowledged to me that he/she executed the foregoing Trademark Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
(Individual Notary)

My Commission Expires:

**SCHEDULE A TO TRADEMARK ASSIGNMENT**

<u>Trademark</u>	<u>Type</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Filing Dates</u>	<u>Owner</u>
GLOBAL * LUXURY * ALLIANCE  	Service Mark	86071600	4700742	Application Filing Date: Sep. 23, 2013  Registration Date: Mar. 10, 2015	Associated Luxury Hotels International Holdings, LLC
ALHI  	Service Mark	75187113	2147267	Application Filing Date: Oct. 15, 1996  Registration Date: Mar. 31, 1998	
ALHI	Service Mark	75186543	2147266	Application Filing Date: Oct. 15, 1996  Registration Date: Mar. 31, 1998	