

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364379

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Madison Capital Funding LLC		12/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	DIRECT TRAVEL, INC.		
Also Known As:	F/K/A DIRECTRAVEL INTERMEDIATE HOLDCO, INC.		
Street Address:	7430 East Caley Ave., Suite 220E		
City:	Centennial		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4603340	DT	
Registration Number:	4603339	TRAVEL AT THE SPEED OF CHANGE	
Registration Number:	4634304	DIRECT TRAVEL VACATIONS	
Registration Number:	4634148	DIRECT TRAVEL	
CORRESPONDENCE DATA			
Fax Number:	4154391500		
<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>			
Phone:	4154394307		
Email:	becky.prock@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	555 California Street, Suite 2700		
Address Line 2:	ATTN: Becky Prock, Legal Assistant		
Address Line 4:	San Francisco, CALIFORNIA 94104		
ATTORNEY DOCKET NUMBER:	DIRECT TRAVEL 1 (BP/HS)		
NAME OF SUBMITTER:	Becky Prock		
SIGNATURE:	//Becky Prock//		
DATE SIGNED:	12/02/2015		

CH \$115.00 4603340

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS ("Release") is made as of this 1st day of December 2015, by MADISON CAPITAL FUNDING LLC, in its capacity as agent ("Agent"), in favor of DIRECT TRAVEL, INC. (f/k/a Directravel Intermediate Holdco, Inc.), a Delaware corporation ("Company"). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Collateral Agreement (as defined below).

WHEREAS, Company, Agent and the other parties thereto entered into that certain Amended and Restated Guarantee and Collateral Agreement, dated as of September 19, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"), which required the parties to enter into the Trademark Security Agreement (defined below);

WHEREAS, Company, Agent and the other parties thereto entered into that certain Trademark Security Agreement, dated as of November 7, 2014 (the "Trademark Security Agreement"), to record the security interest in all of Company's right, title and interest in, to and under (a) all of its registered Trademarks set forth on set forth on Schedule A hereto, (b) all reissues, continuations or extensions of the foregoing, (c) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark, and (d) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by Company against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark (collectively, the "Trademark Collateral");

WHEREAS, Grantor has satisfied the terms of the Collateral Agreement and requests a specific release of the security interest granted and recorded against the Trademark Collateral.

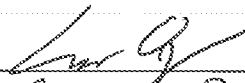
Reference is made to that certain Payoff Letter dated as of November 30, 2015 by and among Agent, the Company and certain affiliates of the Company party thereto (the "Payoff Letter").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Payoff Letter, Agent hereby terminates the Trademark Security Agreement (recorded with the United States Patent and Trademark Office on November 7, 2014 at Reel/Frame 5397/0138) and releases and re-assigns to Company its liens on and security interests in and other right, title and interest it may have in, to and under the Trademark Collateral, together with the goodwill of the business symbolized thereby.

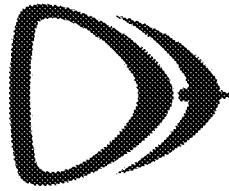
[Signature Page Follows]

IN WITNESS HEREOF, Agent has caused this Release to be duly executed, on behalf of itself and the Lenders, by its duly authorized officer as of the day and year first above written.

MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: Craig Dyer
Title: VP

SCHEDULE A

Grantor	Mark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Direct Travel, Inc.		86226685	4603340	03-20-14	09-09-14
Direct Travel, Inc.	TRAVEL AT THE SPEED OF CHANGE	86226675	4603339	03-20-14	09-09-14
Direct Travel, Inc.	DIRECT TRAVEL VACATIONS	86197906	4634304	02-19-14	11-04-14
Direct Travel, Inc.	DIRECT TRAVEL	86157119	4634148	01-03-14	11-04-14