

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM387131

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TP-HOLIDAY GROUP LIMITED		05/20/2016	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Administrative Agent		
Street Address:	500 W Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2951244	NEXTECH	
Registration Number:	0995129	STRADELLINA	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	3125778265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic C/O Katten		
Address Line 1:	525 W Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	387132-212		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	06/08/2016		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of May 20, 2016 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the undersigned (the “**Grantor**”) in favor of Antares Capital LP, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantor is a party to a First Lien Canadian Security Agreement, dated as of May 20, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among the Grantor and the other grantors party thereto and the Administrative Agent pursuant to which the Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative 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

As security for the payment and performance in full of its Canadian Obligations, including its Guaranteed Obligations, the Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”) ; *provided*, that the Trademark Collateral shall not include any Excluded Assets:

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”) or the Canadian Intellectual Property Office (“**CIPO**”), as applicable, including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in Canada or any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

SECTION 2.1 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

The Grantor hereby authorizes and requests that the USPTO or the CIPO, as applicable, record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Canadian Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE PROVINCE OF ONTARIO, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

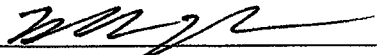
SECTION 7. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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

TP-HOLIDAY GROUP LIMITED

By: 

Name: Blake Lipham

Title: Chief Executive Officer

ANTARES CAPITAL LP,
as Administrative Agent

By: *Steven Carboni*


Name: Steven Carboni

Title: Duly Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country	Serial No./ Filing Date	Registration No./ Registration Date	Status	Owner
AIRWAY	Canada	1458852	TMA838702	Registered	TP-Holiday Group Limited
AQUASOL	Canada	864431	TMA536456	Registered	TP-Holiday Group Limited
CANADIAN TRAVELLER	Canada	727924	TMA503380	Registered	TP-Holiday Group Limited
CANADIANA	Canada	242526	TMA117184	Registered	TP-Holiday Group Limited
CONNAISSEUR	Canada	619727	TMA405718	Registered	TP-Holiday Group Limited
ELEGANCE	Canada	312510	TMA161903	Registered	TP-Holiday Group Limited
EMBASSY	Canada	312507	TMA161900	Registered	TP-Holiday Group Limited
GHEPARD	Canada	1080757	TMA588660	Registered	TP-Holiday Group Limited
GIRLIE GIRL	Canada	1121187	TMA625976	Registered	TP-Holiday Group Limited
GLOBAL EXPRESS	Canada	1225819	TMA650060	Registered	TP-Holiday Group Limited
GLOBAL TRAVELLER	Canada	1069670	TMA576805	Registered	TP-Holiday Group Limited
GLOBE SPORT	Canada	1225817	TMA657757	Registered	TP-Holiday Group Limited
GLOBETROTTER	Canada	362613	TMA195496	Registered	TP-Holiday Group Limited
GRAPHITE	Canada	635754	TMA378414	Registered	TP-Holiday Group Limited
HOLIDAY	Canada	203067	UCA32527	Registered	TP-Holiday Group Limited
HONEYCOMB MEMORY FRAME CADRE DE RAPPEL HONEYCOMB	Canada	569528	TMA354473	Registered	TP-Holiday Group Limited
IMPACT	Canada	520268	TMA304263	Registered	TP-Holiday Group Limited
IMPACT & DESIGN 	Canada	521975	TMA308029	Registered	TP-Holiday Group Limited

Mark	Country	Serial No./ Filing Date	Registration No./ Registration Date	Status	Owner
IMPULS	Canada	667877	TMA414711	Registered	TP-Holiday Group Limited
JETLINER	Canada	264664	TMA125512	Registered	TP-Holiday Group Limited
JETLINER	Mexico	711798	909499	Registered	TP-Holiday Group Limited
MICROLITE	Canada	1010680	TMA564633	Registered	TP-Holiday Group Limited
NEXTECH	Canada	1070055	TMA578812	Registered	TP-Holiday Group Limited
NEXTECH	US Federal	78064362	2951244	Registered	TP-Holiday Group Limited
POLYTEX	Canada	619753	TMA378292	Registered	TP-Holiday Group Limited
REFLECTEK & DESIGN 	Canada	893767	TMA553137	Registered	TP-Holiday Group Limited
RIVIERA	Canada	619754	TMA383418	Registered	TP-Holiday Group Limited
STRADELLINA	Canada	344528	TMA192700	Registered	TP-Holiday Group Limited
STRADELLINA	US Federal	72443771	0995129	Registered	TP-Holiday Group Limited
TRAVELITE	Canada	447646	TMA269950	Registered	TP-Holiday Group Limited
TRAVELLE	Canada	1320398	TMA738103	Registered	TP-Holiday Group Limited
WHY NOT	Canada	1028316	TMA577349	Registered	TP-Holiday Group Limited
WIND POWER	Canada	1069723	TMA570165	Registered	TP-Holiday Group Limited