

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM387599

<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>
VSE Trademark, Inc.		06/10/2016	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association, as Collateral Agent		
<b>Street Address:</b>	1525 West W.T. Harris Blvd.		
<b>Internal Address:</b>	MAC D1109-019		
<b>City:</b>	CHARLOTTE		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28262		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4208703	A BETTER WAY TO SEE THE WORLD	
<b>Registration Number:</b>	1461460		
<b>Registration Number:</b>	3008344	FRIENDSHIP REWARDS PROGRAM	
<b>Registration Number:</b>	1838120	VISTANA	
<b>Serial Number:</b>	86600476	NANEA OCEAN VILLAS	
<b>Serial Number:</b>	86649415	VISTANA	
<b>Serial Number:</b>	86661206		
<b>Serial Number:</b>	86661211	VISTANA SIGNATURE EXPERIENCES	
<b>Serial Number:</b>	86661215	VISTANA SIGNATURE EXPERIENCES	
<b>Serial Number:</b>	86868215	VISTANA SIGNATURE NETWORK	
<b>Serial Number:</b>	86868207	VSN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7043738822		
<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>	(704) 373-4640		
<b>Email:</b>	bsmith@mcguirewoods.com		
<b>Correspondent Name:</b>	Betty G. Smith, Senior Paralegal		
<b>Address Line 1:</b>	McGuireWoods LLP, 201 N. Tryon Street		

TRADEMARK

**Address Line 2:** Suite 3000  
**Address Line 4:** CHARLOTTE, NORTH CAROLINA 28202

**ATTORNEY DOCKET NUMBER:** 2029724-0582

**NAME OF SUBMITTER:** Betty G. Smith

**SIGNATURE:** /Betty G. Smith/

**DATE SIGNED:** 06/13/2016

**Total Attachments: 6**

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## GRANT OF SECURITY INTEREST IN TRADEMARKS

**Trademark Security Agreement**, dated as of June 10, 2016, by VSE TRADEMARK, INC. (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

### W I T N E S S E T H:

WHEREAS, the Grantor is party to an Amended and Restated Security Agreement dated as of June 21, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral 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 in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor (collectively, the "Applicable Collateral"):

- (a) Trademarks of such Grantor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the release of the Lien provided for in the Security Agreement (as set forth in the Security Agreement and/or the Credit Agreement, as the case may be) with respect to all or any portion of the Applicable Collateral (including in connection with the Disposition thereof), the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in all or such portion of the Applicable Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

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

Very truly yours,

VSE TRADEMARK, INC.

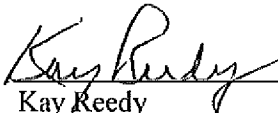
By: Jeanette E. Marbert  
Name: Jeanette E. Marbert  
Title: Executive Vice President

*[Interval Trademark Security Agreement Signature Page]*

**TRADEMARK**  
**REEL: 005811 FRAME: 0804**

Accepted and Agreed:


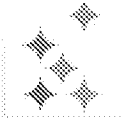
WELLS FARGO BANK, NATIONAL ASSOCIATION  
as Collateral Agent


By:   
Name: Kay Reedy  
Title: Managing Director

*[Interval Trademark Security Agreement Signature Page]*

**TRADEMARK**  
**REEL: 005811 FRAME: 0805**

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK**  
**APPLICATIONS**

<b>Trademark/Image if any</b>	<b>Application Number Application Date</b>	<b>Registration Number Registration Date</b>	<b>Status</b>	<b>Owner</b>
A BETTER WAY TO SEE THE WORLD	85363875 7/6/2011	4208703 9/18/2012	Registered	VSE Trademark, Inc. f/k/a SVO Trademark, Inc.
Bird Logo 	73643284 2/6/1987	1461460 10/13/1987	Registered	VSE Trademark, Inc. f/k/a SVO Trademark, Inc.
FRIENDSHIP REWARDS	76593131 5/18/2004	3008344 10/25/2005	Registered	VSE Trademark, Inc. f/k/a SVO Trademark, Inc.
NANEA OCEAN VILLAS	86600476 4/16/2015	---	Published	VSE Trademark, Inc. f/k/a SVO Trademark, Inc.
VISTANA	86649415 6/2/2015	---	Pending	VSE Trademark, Inc. f/k/a SVO Trademark, Inc.
VISTANA	74427556 8/23/1993	1838120 5/31/1994	Registered	VSE Trademark, Inc. f/k/a SVO Trademark, Inc.
Vistana Constellation Pattern Design Only 	86661206 6/12/2015	---	Pending	VSE Trademark, Inc. f/k/a SVO Trademark, Inc.
VISTANA SIGNATURE	86661211 6/12/2015	---	Pending	VSE Trademark, Inc. f/k/a SVO Trademark, Inc.

Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
VISTANA SIGNATURE EXPERIENCES (stylized and/or with)  	86661215 6/12/2015	---	Pending	VSE Trademark, Inc. f/k/a SVO Trademark, Inc.
VISTANA SIGNATURE NETWORK	86868215 1/7/2016		Pending	VSE Trademark, Inc. f/k/a SVO Trademark, Inc.
VSN	86868207 1/7/2016		Pending	VSE Trademark, Inc. f/k/a SVO Trademark, Inc.