

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM399550

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		09/22/2016	National Banking Association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ANTHONY TRAVEL, LLC		
<b>Street Address:</b>	7920 BELT LINE ROAD SUITE 1010		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75254		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2577945	ANTHONYTRAVEL INC.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	smcfarlane@bsfllp.com		
<b>Correspondent Name:</b>	John Anthony		
<b>Address Line 1:</b>	7920 BELT LINE ROAD SUITE 1010		
<b>Address Line 4:</b>	Dallas, TEXAS 75254		
<b>NAME OF SUBMITTER:</b>	Sean McFarlane		
<b>SIGNATURE:</b>	/Sean McFarlane/		
<b>DATE SIGNED:</b>	09/23/2016		
<b>Total Attachments: 3</b>			
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**EXECUTION COPY**

**RELEASE OF TRADEMARK SECURITY INTEREST**

**THIS RELEASE OF TRADEMARK SECURITY INTEREST** (this “Release”) is made as of September 22, 2016 (“Effective Date”) by JPMorgan Chase Bank, N.A., as Administrative Agent for the Lenders (the “Administrative Agent”), in favor of Anthony Travel, LLC, a Delaware limited liability company (the “Grantor”). All terms not herein defined, have the meanings set forth in the Security Agreement or Confirmatory Grant referenced below.

**WHEREAS**, the Grantor, certain Subsidiaries of the Grantor, and the Administrative Agent are parties to that certain Pledge and Security Agreement dated as of April 2, 2015 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) executed in order to secure the prompt and complete payment, observance and performance of all of the Secured Obligations in accordance with the terms and conditions of the various loan documents;

**WHEREAS**, pursuant to the Security Agreement, the Grantor was required to execute and deliver a Confirmatory Grant of Security Interest in United States Trademarks dated as of March 29, 2016 (the “Confirmatory Grant”) to the Administrative Agent for purposes of filing with the United States Patent and Trademark Office (“USPTO”);

**WHEREAS**, pursuant to the Security Agreement and Confirmatory Grant, the Grantor granted to the Administrative Agent on behalf of the Lenders, among other collateral as set forth therein, a continuing security interest in all of the Grantor’s right, title and interest, including goodwill, in, to and under the United States Trademarks listed on the attached Schedule A (the “Marks”);

**WHEREAS**, the Confirmatory Grant was recorded in the USPTO on April 4, 2016 at Reel/Frame 5764/0303; and


**WHEREAS**, the Administrative Agent wishes to release its security interest in the Marks.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby terminates, releases and discharges any security interest in and lien upon the Marks, and assigns, transfers, and conveys to the Grantor any and all right, title or interest in, or to, the Marks that the Administrative Agent may hold.

[Signature Page Follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed, on behalf the Lenders, by its duly authorized representative effective as of the Effective Date.

JPMorgan Chase Bank, N.A., as Administrative Agent


  
Name: \_\_\_\_\_  
Title: Philip Mousin  
Executive Director

Signature Page to Trademark Release

TRADEMARK  
REEL: 005883 FRAME: 0616

**SCHEDULE A**

Trademarks

<b>Mark</b>	<b>Application Date/Number</b>	<b>Registration Date/Number</b>
ANTHONYTRAVEL INC. 	76197621 January 22, 2001	2577945 June 11, 2002