

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413694

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nexion, LLC		01/25/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent		
Street Address:	1585 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4371510	NEXION	
Registration Number:	4371511	NEXION	
Registration Number:	3191467	WEBVIEW	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	036608-0086		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/S/ Angela M. Amaru		
DATE SIGNED:	01/26/2017		
Total Attachments: 8			
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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS (“Agreement”), effective as of January 25, 2017 is made by NEXION, LLC and TRAVEL LEADERS GROUP, LLC (each, a “Grantor” and collectively, the “Grantors”) in favor of MORGAN STANLEY SENIOR FUNDING, INC., as Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “Collateral Agent”), parties to the Credit Agreement, dated as of January 25, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Initial Grantors and certain other subsidiaries of the Borrower have executed and delivered a Security Agreement, dated as of January 25, 2017, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantors pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Lenders a continuing security interest in all Intellectual Property owned or licensed by the Grantors, subject to Section 3.01(a) of the Security Agreement; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantors agree, for the benefit of the Collateral Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, each Grantor hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all right, title and interest in and to any and all of the Grantor’s right, title and interest in, to and under the following assets and properties now owned or at any time hereafter acquired by such Grantor, or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Collateral”):

(a) all Trademarks listed on Schedule A hereto, and all extensions or renewals thereof, (b) all goodwill associated therewith or symbolized thereby, (c) the right to sue for past, present, and future infringements, dilutions and other violations of any of the foregoing, (d) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past, present, or future infringements, dilutions or other violations of any of the foregoing; and (e) all other rights, priorities and privileges accruing thereunder or pertaining thereto throughout the world; provided, however, that the Collateral does not include any “intent-to-use” applications prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, 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 issuing from such intent-to-use application under applicable federal law.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of Security Interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders (including any Swing Line Lender) in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders (including any Swing Line Lender) with respect to the security interest in the Intellectual Property granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have duly executed this Agreement as of the day and year first above written.

NEXION, LLC
as a Grantor

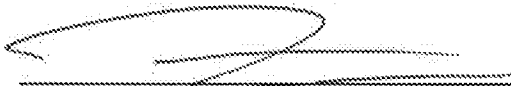
By: _____
Name: John D. O'Hara
Title: Senior Vice President and Secretary

TRAVEL LEADERS GROUP, LLC
as a Grantor

By: _____
Name: John D. O'Hara
Title: Senior Vice President and Secretary

[Signature Page to TLG Trademark Security Agreement]

MORGAN STANLEY SENIOR FUNDING, INC.
as Collateral Agent

By: 
Name: William Graham
Title: Managing Director

[Signature Page to TLG Trademark Security Agreement]

SCHEDULE A***U.S. Trademark Registrations***

Trademark	Registration Number	Registration Date	Record Owner
NEXION	4371510	07-23-2013	Nexion, LLC
NEXION (& Design)	4371511	07-23-2013	Nexion, LLC
WEBVIEW	3191467	01-02-2007	Nexion, LLC
1800HOTELS	3727287	12-22-2009	Travel Leaders Group, LLC
AGENT UNIVERSE	4262637	12-18-2012	Travel Leaders Group, LLC
ALL ABOARD TRAVEL	3498337	09-09-2008	Travel Leaders Group, LLC
AMERICA'S VACATION EXPERTS	2157809	05-12-1998	Travel Leaders Group, LLC
AMERICA'S VACATION SPECIALISTS	2968257	07-12-2005	Travel Leaders Group, LLC
AMERICA'S VACATION STORE	2834288	04-20-2004	Travel Leaders Group, LLC
CRUISE SPECIALISTS (& Design)	3544524	12-09-2008	Travel Leaders Group, LLC
CRUISEDEALS	4147446	05-22-2012	Travel Leaders Group, LLC
CRUISEDEALS BETTER PRICES · EXCEPTIONAL PEOPLE (& Design)	4147445	05-22-2012	Travel Leaders Group, LLC
CRUISEDEALS.COM	3498023	09-09-2008	Travel Leaders Group, LLC
ELITE JOURNEYS	4143732	05-15-2012	Travel Leaders Group, LLC
ELITE JOURNEYS & DESIGN	4144170	05-15-2012	Travel Leaders Group, LLC
E-SCAPES TRAVEL FLASH	2555738	04-02-2002	Travel Leaders Group, LLC
EXCURSION SOCIETY	3397268	03-18-2008	Travel Leaders Group, LLC
HOTELS THAT INSPIRE	4875223	12-22-2015	Travel Leaders Group, LLC

Trademark	Registration Number	Registration Date	Record Owner
HUMAN APP	5027754	08-23-2016	Travel Leaders Group, LLC
JUST ASK	2008071	10-15-1996	Travel Leaders Group, LLC
LUXURY TRAVEL NETWORK	3383558	02-12-2008	Travel Leaders Group, LLC
MEETINGS IQ	4668509	01-06-2015	Travel Leaders Group, LLC
MEETINGS IQ MEETING, SOLVED.	4668510	01-06-2015	Travel Leaders Group, LLC
MEETINGS, SOLVED.	4668508	01-06-2015	Travel Leaders Group, LLC
NETRESULTS! (& Design)	2700456	03-25-2003	Travel Leaders Group, LLC
PARTNERS IN TRAVEL	3417630	04-29-2008	Travel Leaders Group, LLC
POSTCARDS	1933213	11-07-1995	Travel Leaders Group, LLC
Protravel International	4457961	12-31-2013	Travel Leaders Group, LLC
RESULTS! TRAVEL	2541427	02-19-2002	Travel Leaders Group, LLC
SINGLESCRUISE.COM	3022236	11-29-2005	Travel Leaders Group, LLC
TRAVEL LEADERS	3170741	11-14-2006	Travel Leaders Group, LLC
TRAVEL LEADERS ARROW LOGO	3977345	06-14-2011	Travel Leaders Group, LLC
TRAVEL SINGLE, NEVER ALONE!	3361919	01-01-2008	Travel Leaders Group, LLC
TZELL	4768618	07-07-2015	Travel Leaders Group, LLC
YOUR EXPERIENCE BEGINS WITH OURS.	4928890	03-29-2016	Travel Leaders Group, LLC
YOUR PERSONAL CRUISE EXPERT	3096444	05-23-2006	Travel Leaders Group, LLC
CRUISE HOLIDAYS & DESIGN	1476229	02-19-1988	Travel Leaders Group, LLC
Cruise Holidays (words	4391219	08-27-2013	Travel Leaders

Trademark	Registration Number	Registration Date	Record Owner
only)			Group, LLC
CRUISE HOLIDAYS COMPASS	1815880	01-11-1994	Travel Leaders Group, LLC
CRUISEWEB	2082255	07-22-1997	Travel Leaders Group, LLC
FIRST DISCOUNT TRAVEL	2147531	03-31-1998	Travel Leaders Group, LLC
MERCAVIA	2333604	03-21-2000	Travel Leaders Group, LLC
NATIONAL STRENGTH, LOCAL PRESENCE	4774331	07-14-2015	Travel Leaders Group, LLC
RELAX . . . YOU'RE WITH US!	2786384	11-25-2003	Travel Leaders Group, LLC
TRAVEL AGENTS INTERNATIONAL	3498336	09-09-2008	Travel Leaders Group, LLC
VACATION VIGNETTES	3272032	07-31-2007	Travel Leaders Group, LLC
VACATION.COM	2903217	11-16-2004	Travel Leaders Group, LLC
YOUR CRUISE VACATION STORE	2686684	02-11-2003	Travel Leaders Group, LLC

U.S. Trademark Applications

Trademark	Serial Number	Filing Date	Record Owner
TEARDROP & EYE LOGO	86680977	07-01-2015	Travel Leaders Group, LLC
PINSIGHT	86680959	07-01-2015	Travel Leaders Group, LLC
SEE IT PIN IT PROFIT	86680966	07-01-2015	Travel Leaders Group, LLC