

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM418342

<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>
LEISURE PASS NORTH AMERICA, LLC		03/03/2017	Limited Liability Company: NEW YORK
SMART DESTINATIONS, INC.		03/03/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ARES MANAGEMENT LIMITED, AS SECURITY AGENT		
<b>Street Address:</b>	10 BURLINGTON STREET		
<b>City:</b>	LONDON		
<b>State/Country:</b>	GREAT BRITAIN		
<b>Postal Code:</b>	W1S		
<b>Entity Type:</b>	Company: GREAT BRITAIN		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2887158	NEW YORK PASS	
<b>Registration Number:</b>	3133400	PHILADELPHIA PASS	
<b>Registration Number:</b>	4546547	EXPLORER PASS	
<b>Registration Number:</b>	4484656	EXPLORER PASS	
<b>Registration Number:</b>	4170179	SMART DESTINATIONS	
<b>Registration Number:</b>	4145382	GO SELECT	
<b>Registration Number:</b>	3205037	GO CHICAGO	
<b>Registration Number:</b>	3195716	GO ORLANDO	
<b>Registration Number:</b>	3116463	GO SAN DIEGO	
<b>Registration Number:</b>	3111481	GO LOS ANGELES	
<b>Registration Number:</b>	3106267	GO MIAMI	
<b>Registration Number:</b>	3177921	GO SAN FRANCISCO	
<b>Registration Number:</b>	2992063	GO BOSTON	
<b>Registration Number:</b>	3456572	GO OAHU	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3105572193		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 310-557-2900  
**Email:** klathrop@proskauer.com  
**Correspondent Name:** PROSKAUER ROSE LLP  
**Address Line 1:** 2049 CENTURY PARK EAST, SUITE 3200  
**Address Line 2:** C/O KIMBERLEY A. LATHROP  
**Address Line 4:** LOS ANGELES, CALIFORNIA 90067

<b>ATTORNEY DOCKET NUMBER:</b>	25465.004
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<b>NAME OF SUBMITTER:</b>	Kimberley A. Lathrop
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<b>SIGNATURE:</b>	/Kimberley A. Lathrop/
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<b>DATE SIGNED:</b>	03/03/2017
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**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of March 3, 2017 is made by each of the entities listed on the signature pages hereof (each, a “Grantor”, and collectively, the “Grantors”), in favor of Ares Management Limited, as Security Agent for the benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Security Agent”).

### Introductory Statement

WHEREAS, pursuant to the senior facilities agreement originally dated December 14, 2016 (as amended and restated pursuant to that certain Amendment and Restatement Agreement dated as of March 2, 2017 (the “Amendment and Restatement Agreement”) and as may be further amended, supplemented or otherwise modified, renewed or replaced from time to time, the “Facilities Agreement”) among (1) EDEN MIDCO 2 LIMITED (“Parent”), (2) Company, (3) the entities listed in part 1 of schedule 1 to the Facilities Agreement as Original Guarantors, (4) Ares Management Limited and Ares Capital Europe III Holdings S.à.r.l as Senior Mandated Lead Arrangers, (5) the financial institutions listed in part 2 of schedule 1 to the Facilities Agreement as Original Lenders, (6) Ares Management Limited, as agent for the Arrangers and the Lenders (the “Facilities Agent” and, together with the Security Agent, each an “Agent” and collectively the “Agents”) and (7) Ares Management Limited as the Security Agent, the Lenders have severally agreed to make Loans to the Borrowers upon and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Facilities Agreement, all of the Grantors are party to a Pledge and Security Agreement dated as of March 3, 2017 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the “Pledge and Security Agreement”), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, each Grantor hereby agrees with the Security Agent, for the benefit of the Secured Parties, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby pledges, collaterally assigns and transfers to the Security Agent for the benefit of the Secured Parties, and grants to the Security Agent for the benefit of the Secured Parties, a Security on and security

interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers (whether registered or unregistered), and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, =, (b) the right to obtain all extensions and renewals thereof, and (c) all income, royalties, and proceeds at any time due or payable or asserted under or with respect to any of the foregoing, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Security and security interests granted to the Security Agent for the benefit of the Secured Parties pursuant to the Pledge and Security Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Security Agent and the obligations of each Grantor with respect to the Securities and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and 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 conflicts with any provision of the Pledge and Security Agreement, the Pledge and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and the IP Licenses subject to a security interest hereunder to the extent required pursuant to the terms of the Facilities Agreement and the Pledge and Security Agreement.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF

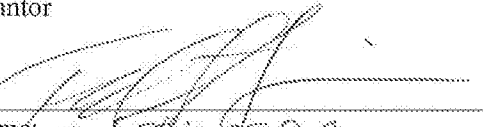
NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

Section 7. WAIVER OF JURY TRIAL; JURISDICTION; VENUE; SERVICE OF PROCESS. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 7.17 OF THE PLEDGE AND SECURITY AGREEMENT (“WAIVER OF JURY TRIAL; JURISDICTION; VENUE; SERVICE OF PROCESS”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT *MUTATIS MUTANDIS* AS IF FULLY SET FORTH HEREIN. Section 8. Miscellaneous. The terms and provisions of Sections 7.1, 7.2, 7.4, 7.6, 7.7, 7.8 and 7.9 of the Pledge and Security Agreement (“Amendments and Waivers”; “Notices”; “Successors and Assigns”; “Counterparts”; “Severability”; “Section Headings”; “Integration”) are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement *mutatis mutandis* as if fully set forth herein. This Trademark Security Agreement shall constitute a “Finance Document” for all purposes of the Facilities Agreement and the other Finance Documents.

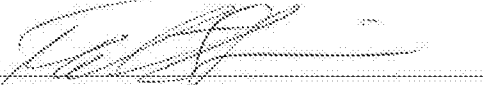
[*signatures begin on next page*]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

LEISURE PASS NORTH AMERICA, LLC, as a Grantor

By   
Name: Ted Simpson  
Title: CEO

SMART DESTINATIONS, INC., as a Grantor

By   
Name: Ted Simpson  
Title: CEO

[Signature Page to Trademark Security Agreement]


[Signature Page to Trademark Security Agreement]

SCHEDULE 1

TO

TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Licenses:

GRANTOR	TRADEMARK	TYPE	SERIAL NUMBER	FILING DATE	REGISTRATIO N NUMBER	REGISTRATIO N DATE
Leisure Pass North America, LLC	NEW YORK PASS	Word Mark	76/438,264	8/7/2002	2,887,158	9/21/2004
Leisure Pass North America, LLC	PHILADELPHIA PASS	Word Mark	76/438,262	8/7/2002	3,133,400	8/22/2006
Smart Destinations, Inc.		Design	86/000,871	7/2/2013	4,546,547	6/10/2014
Smart Destinations, Inc.	EXPLORER PASS	Word Mark	86/000,850	7/2/2013	4,484,656	2/18/2014
Smart Destinations, Inc.	SMART DESTINATIONS	Word Mark	85/303,608	4/25/2011	4,170,179	7/10/2012
Smart Destinations, Inc.	GO SELECT	Word Mark	85/303,553	4/25/2011	4,145,382	5/22/2012
Smart Destinations, Inc.	GO CHICAGO	Word Mark	78/564,296	2/10/2005	3,205,037	2/6/2007
Smart Destinations, Inc.	GO ORLANDO	Word Mark	78/564,326	2/10/2005	3,195,716	1/9/2007
Smart Destinations, Inc.	GO SAN DIEGO	Word Mark	78/567,295	2/15/2005	3,116,463	7/18/2006
Smart Destinations, Inc.	GO LOS ANGELES	Word Mark	78/566,736	2/14/2005	3,111,481	7/4/2006
Smart Destinations, Inc.	GO MIAMI	Word Mark	78/567,307	2/15/2005	3,106,267	6/20/2006
Smart Destinations, Inc.	GO SAN	Word Mark	78/457,542	7/27/200	3,177,921	11/28/2006



	FRANCISCO			4			
Smart Destinations, Inc.	GO BOSTON	Word Mark	78/401,169	4/13/2000	2,992,063		9/6/2005
Smart Destinations, Inc.	GO OAHU	Word Mark	77/170,019	5/1/2007	3,456,572		7/1/2008

TRADEMARK

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