

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420377

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest Recorded at Reel 5088/Frame 0182		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank, as Security Agent		01/11/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Nexus World Services, Inc.		
Street Address:	7114 West Jefferson Avenue, Suite 110		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80235		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	76295327	HOTELINEX	
Serial Number:	85348458	NEXUS TOTAL SALES MANAGEMENT FOR HOTELS	
Serial Number:	85348504	HOTELWORX	
Serial Number:	85348560	NEXUS RFP	
Serial Number:	85348576	RFPWORX	
CORRESPONDENCE DATA			
Fax Number:	2123548113		
<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:	212-819-8437		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Andrew Fessak/White & Case LLP		
Address Line 1:	1221 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	7128088-0002		
NAME OF SUBMITTER:	Andrew Fessak		
SIGNATURE:	/Andrew Fessak/		
DATE SIGNED:	03/20/2017		

CH \$140.00 76295327

Total Attachments: 9

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SECURITY RELEASE AGREEMENT

This SECURITY RELEASE AGREEMENT (this "Agreement"), dated as of the 17th day of January, 2016, is entered into by and between IHS US, Inc., a Florida corporation with company number P97000067737 ("IHS US"), Nexus World Services, Inc., a Delaware corporation with company number 3367643 ("Nexus"), World Hotels AG (with registered number HRB 73339 registered in Frankfurt am Main, Germany) ("World Hotels AG"), World Hotels North America, Inc., a New York corporation ("World Hotels US"), TravLynx, LLC, a Florida limited liability company with company number LI2000099833 ("TravLynx"), InnLink, LLC, a Tennessee limited liability company ("InnLink") and Trust Technology Holding GmbH (with registered number HRB 103120 registered in Frankfurt am Main, Germany) ("Trust Technology") (each, a "Released Party" and collectively, the "Released Parties"), and Silicon Valley Bank in its capacity as security agent for the benefit of the Finance Parties (the "Security Agent"). Unless otherwise defined herein, all capitalized terms used herein shall have the same meaning as in the Facilities Agreement (as hereinafter defined).

WHEREAS pursuant to the EUR 24,000,000 and USD 9,000,000 facilities agreement (the "Facilities Agreement") originally dated July 10, 2013 and made between, amongst others, the parties to this Agreement, as amended and restated on May 9, 2014 and as further amended on October 13, 2015 certain credit facilities were extended in favor of the persons identified therein as Borrowers.

WHEREAS in connection with the Facilities Agreement: (I) an intercreditor agreement (the "Intercreditor Agreement") was entered into on July 10, 2013 by and between, amongst others, the parties to this Agreement; and (II) the Security Documents (as defined below) were entered into by the Released Parties and the Security Agent in order to secure the payment and discharge of the Secured Obligations (as that term is defined in the Intercreditor Agreement).

WHEREAS the Finance Parties (as defined in the Facilities Agreement) have agreed pursuant to the terms of a certain Payoff Letter dated as of the 17th day of January, 2016 (the "Payoff Letter"), effective upon the irrevocable and unconditional payment in full and discharge of the Secured Obligations, to release and discharge: (I) the Released Parties from all of their obligations under the Security Documents (except those obligations that by their express terms survive the termination of such Security Documents); and (II) all and any security rights which have been established pursuant to the Security Documents, in each case on the terms and conditions set out in this Agreement.

WHEREAS, the parties to this Agreement desire to terminate each Security Document and release the Collateral as defined in such Security Document and further identified thereunder.

NOW THEREFORE, in consideration of the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the undersigned, the parties to this Agreement hereby agree as follows:

1. Terms defined

In this Agreement:

“Security Documents” means:

(a) the Amended and Restated Collateral Agreement, dated May 9, 2014, made by Nexus, World Hotels US, IHS US, InnLink and TravLynx in favor of the Security Agent;

(b) the Amended and Restated Pledge Agreement, dated May 9, 2014, made by Trust Technology Holding GmbH and World Hotels AG in favor of the Security Agent;

(c) the Collateral Assignment of Membership Interests Purchase Agreement, dated April 2, 2014, made by IHS US in favor of the Security Agent;

(d) the Intellectual Property Security Agreement, dated May 9, 2014, made by TravLynx in favor of the Security Agent;

(e) the Intellectual Property Security Agreement, dated May 9, 2014, and made by InnLink in favor of the Security Agent;

(f) the Intellectual Property Security Agreement, dated August 1, 2013, and made by Nexus in favor of the Security Agent;

(g) the Intellectual Property Security Agreement, dated August 1, 2013, and made by IHS US in favor of the Security Agent; and

(h) the Intellectual Property Security Agreement, dated August 1, 2013, and made by World Hotels US in favor of the Security Agent;

and the term “Security Document” means any one of the aforementioned documents.

2. Termination of Security Documents and Related Matters.

Effective in each case upon the irrevocable and unconditional payment in full and discharge of the Secured Obligations in accordance with the terms of the Payoff Letter:

(a) Each Security Document is hereby terminated and the Security Agent hereby relinquishes all of its rights thereunder, including without limitation all of its rights in the Collateral, except with respect to any provisions of the Security Documents which, by the express terms thereof, survive any termination thereof.

(b) The Security Agent shall deliver promptly after the date hereof, to the Released Party or its counsel (or a person designated by the Released Party or counsel),

any pledged collateral in the Security Agent's possession (including, without limitation, stock or other equity certificates, related stock powers and any other possessory collateral previously delivered by the Released Party to the Security Agent and, to the extent applicable, lost stock certificate affidavits reasonably satisfactory to the Released Party). The foregoing delivery shall be at the sole expense of such Released Party, with no liability to the Security Agent, and with no representation or warranty by or recourse to the Security Agent.

(c) Each of the parties to this Agreement hereby release the other party from any and all claims of any nature that it may have had under the Security Document(s) to which it is a party, except with respect to any provisions of such Security Document(s) which, by the express terms thereof, survive any termination thereof.

3. Further Action. Each party to this Agreement shall execute and deliver such further releases, instruments, agreements and writings and do and perform, and cause to be done and performed, such further acts and things as any party shall reasonably request in order to give full effect to this Agreement, each at the sole expense of the Released Parties, and in the case of the Security Agent, with no liability and without recourse or representation or warranty of any kind. The Security Agent hereby authorizes the Released Party or its designee to prepare, file and deliver to the appropriate party, on behalf of the Security Agent, any UCC-3 termination statements, any intellectual property releases, and other releases, discharges, instruments or terminations necessary or reasonably desirable to effectuate the releases or terminations contemplated by this Agreement, and to take any other actions in connection with such releases or terminations.

4. Governing Law. This Agreement shall be governed in all respects by the law of the State of New York as such law is applied to agreements between New York residents entered into and performed entirely in the State of New York but excluding any choice of law rules which would refer the matter to the laws of another jurisdiction.


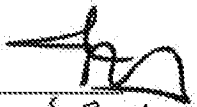
5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Security Agent Fees and Expenses. The Release Parties agree to pay any fees, costs or expenses incurred by the Security Agent in connection with this Agreement (including all reasonable attorneys' fees and expenses), which fees and expenses shall be reimbursed promptly by the Released Party on demand.

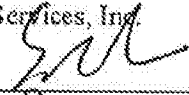
IN WITNESS WHEREOF, each of the parties hereto has duly executed this Agreement or has caused this Agreement to be duly executed on its behalf, as of the day and year first above written.

RELEASED PARTIES:

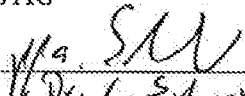

IHS US, Inc.

By:  
Print Name: Dr. C. Schwab S. Rowley
Title: CEO CEO

Nexus World Services, Inc.

By: 
Print Name: Dr. C. Schwab
Title: CEO


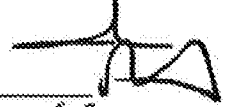
World Hotels AG

By:  
Print Name: Dr. C. Schwab S. Brösel
Title: CEO VP HR


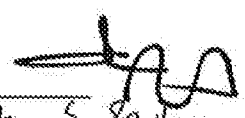
World Hotels North America, Inc.

By: _____
Print Name: K. Lutzner
Title: Director

TravLynx, LLC

By:  
Print Name: Dr. C. Schwab S. Rowley
Title: CEO CEO

InnLink, LLC

By:  
Print Name: Dr. C. Schwab S. Rowley
Title: CEO CEO

[Signature page to Security Release Agreement]

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Agreement or has caused this Agreement to be duly executed on its behalf, as of the day and year first above written.

RELEASED PARTIES:

IHS US, Inc.

By: _____
Print Name: _____
Title: _____

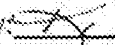
Nexus World Services, Inc.

By: _____
Print Name: _____
Title: _____

World Hotels AG

By: _____
Print Name: _____
Title: _____

World Hotels North America, Inc.

By:  _____
Print Name: *Kristen Indress*
Title: _____

TravLynx, LLC


By: _____
Print Name: _____
Title: _____

InnLink, LLC

By: _____
Print Name: _____
Title: _____

[Signature page to Security Release Agreement]


Trust Technology Holding GmbH

By: 
Print Name: Dr. G. S. ...
Title: CEO

[Signature page to Security Release Agreement]

SECURITY AGENT:

SILICON VALLEY BANK

By: 
Print Name: J. LOSSIUS
Title: DIRECTOR

[Signature page to Security Release Agreement]

SCHEDULE TO SECURITY AGREEMENT RELEASE

Reel 5088/Frame 0182

Grantor: **Nexus World Services, Inc.**
Recorded 8/8/2013; Executed 8/1/2013

1	Serial #: <u>76295327</u> Mark: HOTELINEX	Filing Dt: 08/03/2001	Reg #: <u>2624465</u>	Reg. Dt: 09/24/2002
2	Serial #: <u>85348458</u> Mark: NEXUS TOTAL SALES MANAGEMENT FOR HOTELS	Filing Dt: 06/16/2011	Reg #: <u>4149061</u>	Reg. Dt: 05/29/2012
3	Serial #: <u>85348504</u> Mark: HOTELWORX	Filing Dt: 06/16/2011	Reg #: <u>4101822</u>	Reg. Dt: 02/21/2012
4	Serial #: <u>85348560</u> Mark: NEXUS RFP	Filing Dt: 06/16/2011	Reg #: <u>4166776</u>	Reg. Dt: 07/03/2012
5	Serial #: <u>85348576</u> Mark: RFPWORX	Filing Dt: 06/16/2011	Reg #: <u>4101826</u>	Reg. Dt: 02/21/2012

Reel 5088/Frame 0172

Grantor: **World Hotels AG Corporation**
Recorded 8/8/2013; Executed 8/1/2013

1	Serial #: <u>78534305</u> Mark: WORLDHOTELS	Filing Dt: 12/17/2004	Reg #: <u>3213972</u>	Reg. Dt: 02/27/2007
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Reel 5285/Frame 0667

Grantor: **TravLynx, LLC**
Recorded 5/23/2014; Executed 5/9/2014

1	Serial #: <u>86028568</u> Mark: TRAVLYNX MAKE YOUR MARK	Filing Dt: 08/05/2013	Reg #: <u>4524840</u>	Reg. Dt: 05/06/2014
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Reel 5285/Frame 0642

Grantor: **InnLink, LLC**
Recorded 5/23/2014; Executed 5/9/2014

1	Serial #: <u>74343584</u> Mark: INNLINK	Filing Dt: 12/28/1992	Reg #: <u>1787254</u>	Reg. Dt: 08/10/1993
2	Serial #: <u>76605995</u> Mark: RESMATRIX	Filing Dt: 08/05/2004	Reg #: <u>3220415</u>	Reg. Dt: 03/20/2007

3	Serial #: <u>76605996</u> Mark: VLINK	Filing Dt: 08/05/2004	Reg #: <u>3000298</u>	Reg. Dt: 09/27/2005
4	Serial #: <u>76605997</u> Mark: ILINK	Filing Dt: 08/05/2004	Reg #: <u>3000299</u>	Reg. Dt: 09/27/2005
5	Serial #: <u>76605998</u> Mark: ELINK	Filing Dt: 08/05/2004	Reg #: <u>3012325</u>	Reg. Dt: 11/01/2005
6	Serial #: <u>78842178</u> Mark: RESMATRIX	Filing Dt: 03/21/2006	Reg #: <u>3201762</u>	Reg. Dt: 01/23/2007
7	Serial #: <u>85584992</u> Mark: INNVITE	Filing Dt: 03/30/2012	Reg #: <u>4333760</u>	Reg. Dt: 05/14/2013