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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM420381

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Release of Security Interest Recorded at Reel 5285/Frame 0642	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank, as Security Agent		01/11/2016	Corporation: CALIFORNIA

#### **RECEIVING PARTY DATA**

Name:	InnLink, LLC
Street Address:	130 Maple Drive North
City:	Hendersonville
State/Country:	TENNESSEE
Postal Code:	37075
Entity Type:	Limited Liability Company: TENNESSEE

#### **PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark	
Serial Number:	74343584	INNLINK	
Serial Number:	76605995	RESMATRIX	
Serial Number:	76605996	VLINK	
Serial Number:	76605997	ILINK	
Serial Number:	76605998	ELINK	
Serial Number:	78842178	RESMATRIX	
Serial Number:	85584992	INNVITE	

### CORRESPONDENCE DATA

**Fax Number:** 2123548113

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.

**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/

TRADEMARK REEL: 006015 FRAME: 0012

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DATE SIGNED:	03/20/2017	
Total Attachments: 9		
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#### SECURITY RELEASE AGREEMENT

This SECURITY RELEASE AGREEMENT (this "Agreement"), dated as of the 11/4 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 \$\frac{1}{2}\sumsquare\text{A}\$ 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:

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#### 1. Terms defined

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In this Agreement:

"Security Documents" means:

- 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;
- the Amended and Restated Piedge Agreement, dated May 9, 2014, made by Trust Technology Holding GmbH and World Hotels AG in favor of the Security Agent:
- 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;
- the Intellectual Property Security Agreement, dated May 9, 2014, (e) and made by InnLink in favor of the Security Agent;
- the Intellectual Property Security Agreement, dated August 1, (f) 2013, and made by Nexus in favor of the Security Agent;
- the Intellectual Property Security Agreement, dated August 1, 2013, and made by IHS US in favor of the Security Agent; and
- 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.

#### Termination of Security Documents and Related Matters. 2.

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:

- 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.
- 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),

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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. <u>Governing Law.</u> 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. <u>Counterparts</u>. 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. <u>Security Agent Fees and Expenses</u>. 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.

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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	Ø)	
IHS US, Inc.	(1)	
By:		$\neg R \cap$
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Nexus World	Services, Ing.	
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World Hotels  By: Print Name:	North America, Inc.  V. 1.4-4-2-2	
World Hotels By: Print Name: Title: TravLynx, LI	North America, Inc.  V. 1.4-4-2-2	
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World Hotels By: Print Name: Title: TravLynx, LL By: Print Name:	North America, Inc.  V. 1.4-van  Viceuro  C  Dv. C. Subale	John Signing
World Hotels By: Print Name: Title: TravLynx, LL By: Print Name: Title: InnLink, LLC	North America, Inc.  V. 1.4-van  Viceuro  C  Dv. C. Subale	John Signing
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[Signature page to Security Release Agreement]

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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.

KELEASED PAKTIES:
IHS US, Inc.
By:
Print Name:
Title:
1116.
Nexus World Services, Inc.
By:
Print Name:
Title:
World Hotels AG
By:Print Name:
Print Name:
Title:
World Hotels North America, Inc.
By
By: Frint Name: KRISTEN Intress
Title:
TravLynx, LLC
Ву:
Print Name:
Title:
InnLink, LLC
By
By
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[Signature page to Security Release Agreement]

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Trust Techno	logy Holding GmbH
Bv:	$\mathcal{M}$
Print Name:_	Dr. C. S. L
l'itle:	15-0

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SECURITY AGENT:

SILICON VALLEY BANK

By: Table: Table: Difference of the control of the

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### SCHEDULE TO SECURITY AGREEMENT RELEASE

#### **Reel 5088/Frame 0182**

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

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

# Reel 5088/Frame 0172 Grantor: World Hotels AG Corporation Recorded 8/8/2013; Executed 8/1/2013

	Serial #: <u>78534305</u>	Filing Dt: 12/17/2004	Reg #: 3213972	Reg. Dt: 02/27/2007
1	Mark: WORLDHO	TELS		

# Reel 5285/Frame 0667 Grantor: TravLynx, LLC

Recorded 5/23/2014; Executed 5/9/2014

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

# Reel 5285/Frame 0642 Grantor: InnLink, LLC

Recorded 5/23/2014; Executed 5/9/2014

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

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