

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM422055

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHEAPCARIBBEAN.COM, INC.		03/31/2017	Corporation: DELAWARE
COMM GROUP, INC.		03/31/2017	Corporation: DELAWARE
The Coryn Group II, LLC		03/31/2017	Limited Liability Company: DELAWARE
UVC IP Holdco, LLC		03/31/2017	Limited Liability Company: DELAWARE
AMRESORTS, L.P.		03/31/2017	Limited Partnership: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Aktiengesellschaft (Ag): SWITZERLAND		
PROPERTY NUMBERS Total: 80			
Property Type	Number	Word Mark	
Registration Number:	4118796	CARIBBEAN JIM	
Registration Number:	3316638	CHEAPCARIBBEAN.COM	
Registration Number:	3316639	CHEAPCARIBBEAN.COM	
Registration Number:	4163380	BEACH FINDER	
Serial Number:	86805000	BEACHOLOGIST	
Serial Number:	86805004	BHD BEACHOLOGY	
Registration Number:	4573135	BUDGET BEACH FINDER	
Registration Number:	4290840	CHEAPCARIBBEAN	
Registration Number:	4290841	CHEAPCARIBBEAN	
Registration Number:	4383457	CHEAPCARIBBEAN.COM	
Registration Number:	4996766	CHEAP CARIBBEAN.COM	
Registration Number:	4148606	CHEAPFINDER	
Registration Number:	4116380	CONDO ALL INCLUSIVE	
TRADEMARK			

Property Type	Number	Word Mark
Serial Number:	86804994	FOREVER SUMMER
Serial Number:	86804997	TRUE BEACH LOVER
Serial Number:	87191031	VIBE INDEX
Registration Number:	4218664	#1 TO THE SUN
Registration Number:	3822629	A LUXURIOUS INDULGENCE WITHOUT THE GUILT
Registration Number:	2776812	AMRESORTS
Registration Number:	4150126	AMRESORTS MASTERS OF VACATION INNOVATION
Registration Number:	4770377	AMREWARDS
Registration Number:	1812427	APPLE
Registration Number:	2662971	
Registration Number:	2666330	APPLE
Registration Number:	2666329	
Registration Number:	3522316	APPLE LEISURE GROUP
Registration Number:	4195604	
Registration Number:	1462268	APPLE VACATIONS
Registration Number:	4275892	APPLE VACATIONS
Registration Number:	3258063	APPLE VACATIONS COLLECTIONS
Registration Number:	4279986	APPLE VACATIONS
Serial Number:	87192815	AVPRO
Registration Number:	4432752	BREATHLESS RESORTS & SPAS
Registration Number:	4557297	BREATHLESS RESORTS & SPAS
Registration Number:	3187382	COLLECTIONS
Serial Number:	87134758	DEFINED DELIGHTS
Serial Number:	87025271	DELIGHT
Registration Number:	3077181	DREAMS
Registration Number:	4696471	DREAMS LAS MAREAS
Registration Number:	3764565	ENDLESS PRIVILEGES
Registration Number:	4271771	FITCATIONS
Registration Number:	2991380	
Registration Number:	4591084	GROUP-EASE
Registration Number:	4599601	GROUP-EASE
Registration Number:	3000509	HAWAII-YES YOU CAN
Registration Number:	2223758	HAWAII YES YOU CAN!
Registration Number:	4516543	LIVE BIG. BREATHE DEEP.
Registration Number:	4655474	LIVE IN THE NOW
Registration Number:	3946119	NOW JADE
Registration Number:	3959036	NOW RESORTS & SPAS
Registration Number:	4809598	PAMPERED TO A TEE

Property Type	Number	Word Mark
Registration Number:	2915877	RAISING ALL-INCLUSIVE TO A NEW LEVEL OF
Registration Number:	2772061	SECRETS
Registration Number:	3126344	SERVICE BEYOND THE CLICK
Registration Number:	2776175	
Registration Number:	1792975	SQUARE DEALS
Registration Number:	4425694	STEP UP YOUR STAY
Registration Number:	4407480	SUITE DEAL BY AMRESORTS
Registration Number:	1804809	SUMMERSUN
Registration Number:	2760264	SUNSCAPE
Registration Number:	4071474	SUNSCAPE RESORTS & SPAS
Registration Number:	3764566	THE ART OF LIFE
Serial Number:	87192811	TIPRO
Registration Number:	5006031	TRAVEL IMPRESSIONS
Registration Number:	5021072	TRAVEL IMPRESSIONS
Registration Number:	4157164	UNLIMITED VACATION CLUB
Registration Number:	4031236	U UNLIMITED VACATION CLUB
Registration Number:	3237440	UNLIMITED-FUN
Registration Number:	3339887	UNLIMITED-LUXURY
Serial Number:	86705202	VIVID RESORTS & SPAS
Registration Number:	4649824	
Registration Number:	1746110	WINTERSUN
Registration Number:	4561077	WORLDSTAR
Registration Number:	4553214	WORLDSTAR
Registration Number:	3755697	ZOETRY
Registration Number:	3684325	ZOËTRY
Registration Number:	3681351	ZOËTRY WELLNESS & SPA RESORTS
Serial Number:	87236816	DREAMS DELIGHT
Serial Number:	87329073	REFL3CT
Serial Number:	87329085	REFLECT

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 2028357500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, Tweed, Hadley & McCloy, LLP

Address Line 4: Washington, D.C. 20006

TRADEMARK

REEL: 006023 FRAME: 0797

ATTORNEY DOCKET NUMBER:	28302.70500
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	04/03/2017

Total Attachments: 10

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**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of March 31, 2017, is made by each of the signatories listed on the signature pages hereto and each of the other entities that becomes a party hereto from time to time (each, a “Grantor” and collectively, the “Grantors”), in favor of Credit Suisse AG, as collateral agent (in such capacity, the “Agent”) for the benefit of the Secured Parties in connection with that certain Second Lien Credit Agreement, dated as of March 31, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Casablanca Global Intermediate Holdings L.P., an exempted limited partnership registered in the Cayman Islands, acting through its general partner Casablanca Global GP Limited, an exempted company incorporated in the Cayman Islands (“Holdings GP”), (“Holdings”), Casablanca Global Holdings L.P., an exempted limited partnership registered in the Cayman Islands and a Wholly-Owned Restricted Subsidiary of Holdings, acting through its general partner Holdings GP, (“Cayman Intermediate Holdings”), Casablanca US Holdings Inc., a Delaware corporation and a Wholly-Owned Restricted Subsidiary of Cayman Intermediate Holdings (the “U.S. Borrower”), Casablanca Foreign Intermediate Holdings S.à r.l., a Luxembourg private limited liability company (société à responsabilité limitée) having its registered office at 59, rue de Rollingergrund, L-2440 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B212791 and a Wholly-Owned Restricted Subsidiary of Cayman Intermediate Holdings (“Luxembourg Intermediate Holdings”), Casablanca Foreign Holdings B.V., a private limited liability company (besloten vennootschap met beperkte aansprakelijkheid) incorporated under the laws of the Netherlands, with its statutory seat in Amsterdam, the Netherlands, registered with the Dutch trade register under number 68273614 and a Wholly-Owned Restricted Subsidiary of Luxembourg Intermediate Holdings (the “Dutch Borrower” and, jointly and severally with the U.S. Borrower and any Additional Borrower, the “Borrowers”), the lending institutions from time to time parties thereto (each, a “Lender” and collectively, the “Lenders”) and Credit Suisse AG, as the Administrative Agent and as the Collateral Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrowers, all upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered the Second Lien U.S. Security Agreement, dated as of March 31, 2017, in favor of the Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Collateral Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective Extensions of Credit under the Credit Agreement, the Grantors hereby agree with the Collateral Agent, for the benefit of the Secured Parties, as follows:

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.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise), in full of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office or any similar office in any other Covered Jurisdiction. The security interest granted hereby has been granted to the Secured Parties 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 Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral 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. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

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.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

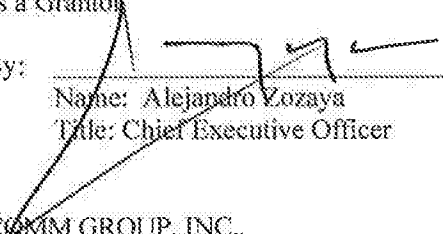
7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Second Priority Representative pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Intercreditor Agreement), including liens and security interests granted to Credit Suisse AG, as administrative agent, pursuant to or in connection with the First Lien Credit Agreement, dated as of March 31, 2017 (as amended, restated, supplemented or otherwise modified from time to time), among Holdings, Cayman Intermediate Holdings, Luxembourg Intermediate Holdings, the Borrowers, the lenders from time to time party thereto and Credit Suisse AG, as administrative agent and collateral agent, and the other parties thereto, and (ii) the exercise of any right or remedy by the Second Priority Representative hereunder is subject to the limitations and provisions of the First Lien/Second Lien Intercreditor Agreement, dated as of March 31, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Holdings, the Borrowers, the other grantors party thereto, Credit Suisse AG, as Administrative Agent, Credit Suisse AG, as Representative for the Initial Second Priority Debt Parties, and each additional Second Priority Representative and Senior Representative from time to time party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the

Intercreditor Agreement shall govern. Notwithstanding anything herein to the contrary, prior to the discharge of the Obligations described in the First Lien Credit Agreement, the requirements of this Agreement to deliver Collateral and any certificates, instruments or documents in relation thereto to the Collateral Agent shall be deemed satisfied by delivery of such Collateral and such certificates, instruments or documents in relation thereto to the Collateral Agent shall be deemed satisfied by delivery of such Collateral and such certificates, instruments or documents in relation thereto to the First Lien Administrative Agent, as agent and bailee for the benefit of the Collateral Agent pursuant to the terms of the Intercreditor Agreement.

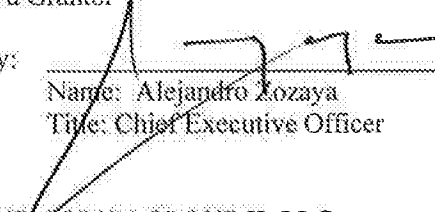
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

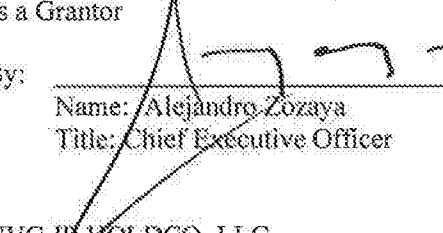
CHEAPCARIBBEAN.COM, INC.,
as a Grantor

By: 
Name: Alejandro Zozaya
Title: Chief Executive Officer

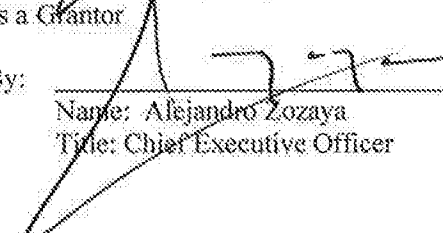
COMM GROUP, INC.,
as a Grantor

By: 
Name: Alejandro Zozaya
Title: Chief Executive Officer

THE CORYN GROUP II, LLC,
as a Grantor

By: 
Name: Alejandro Zozaya
Title: Chief Executive Officer


UVC IP HOLDCO, LLC,
as a Grantor

By: 
Name: Alejandro Zozaya
Title: Chief Executive Officer

[Signature Page to Second Lien Grant of Security Interest in Trademark Rights]

AMRESORTS L.P.,
as a Grantor

By:

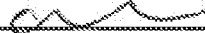


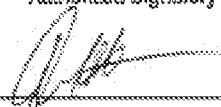
Name: Alejandro Zozaya
Title: Chief Executive Officer

[Signature Page to Second Lien Grant of Security Interest in Trademark Rights]

TRADEMARK
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CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as the Collateral Agent

By: 
Name: William O'Daly
Title: Authorized Signatory

By: 
Name: D. ANDREW MALETTA
Title: AUTHORIZED SIGNATORY

[Signature Page to Second Lien Grant of Security Interest in Trademark Rights]

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Registered Owner / Grantor</u>	<u>Status</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Trademark</u>
CHEAPCARIBBEAN.COM, INC.	Registered	77309495	4118796	CARIBBEAN JIM
CHEAPCARIBBEAN.COM, INC.	Registered	77101397	3316638	CheapCaribbean.com Logo
CHEAPCARIBBEAN.COM, INC.	Registered	77101398	3316639	CHEAPCARRIBEAN.COM
COMM GROUP, INC.	Registered	85308724	4163380	BEACH FINDER
COMM GROUP, INC.	Pending	86805000		BEACHOLOGIST
COMM GROUP, INC.	Pending	86805004		BHD BEACHOLOGY
COMM GROUP, INC.	Registered	85797139	4573135	BUDGET BEACH FINDER
COMM GROUP, INC.	Registered	85179042	4290840	CHEAPCARIBBEAN
COMM GROUP, INC.	Registered	85179123	4290841	CHEAPCARIBBEAN
COMM GROUP, INC.	Registered	85797111	4383457	CheapCaribbean.com Logo
COMM GROUP, INC.	Registered	86808957	4996766	CheapCaribbean.com Logo
COMM GROUP, INC.	Registered	85179658	4148606	CHEAPFINDER
COMM GROUP, INC.	Registered	85222401	4116380	CONDO ALL INCLUSIVE
COMM GROUP, INC.	Pending	86804994		FOREVER SUMMER
COMM GROUP, INC.	Pending	86804997		TRUE BEACH LOVER
COMM GROUP, INC.	Pending	87191031		VIBE INDEX
The Coryn Group II, LLC	Registered	85235676	4218664	#1 TO THE SUN
The Coryn Group II, LLC	Registered	77601332	3822629	A LUXURIOUS INDULGENCE WITHOUT THE GUILT
The Coryn Group II, LLC	Registered	78076621	2776812	AMRESORTS

<u>Registered Owner / Grantor</u>	<u>Status</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Trademark</u>
The Coryn Group II, LLC	Registered	85440343	4150126	AMRESORTS MASTERS OF VACATION INNOVATION. Plus Design
The Coryn Group II, LLC	Registered	86382085	4770377	AMREWARDS
The Coryn Group II, LLC	Registered	74362361	1812427	APPLE
The Coryn Group II, LLC	Registered	76373282	2662971	APPLE and Design
The Coryn Group II, LLC	Registered	76373280	2666330	APPLE and Design
The Coryn Group II, LLC	Registered	76373279	2666329	APPLE and Design
The Coryn Group II, LLC	Registered	77368506	3522316	APPLE LEISURE GROUP
The Coryn Group II, LLC	Registered	85313457	4195604	APPLE Logo
The Coryn Group II, LLC	Registered	73633543	1462268	APPLE VACATIONS
The Coryn Group II, LLC	Registered	85697764	4275892	APPLE VACATIONS
The Coryn Group II, LLC	Registered	78830423	3258063	APPLE VACATIONS COLLECTIONS
The Coryn Group II, LLC	Registered	85697551	4279986	APPLE VACATIONS LOGO
The Coryn Group II, LLC	Pending	87192815		AVPRO
The Coryn Group II, LLC	Registered	77919950	4432752	BREATHLESS RESORTS & SPAS
The Coryn Group II, LLC	Registered	85960566	4557297	BREATHLESS RESORTS & SPAS Logo
The Coryn Group II, LLC	Registered	78835448	3187382	COLLECTIONS
THE CORYN GROUP II, LLC	Pending	87134758		DEFINED DELIGHTS
THE CORYN GROUP II, LLC	Pending	87025271		DELIGHT
The Coryn Group II, LLC	Registered	76585607	3077181	DREAMS
The Coryn Group II, LLC	Registered	85857101	4696471	DREAMS LAS MAREAS Logo

<u>Registered Owner / Grantor</u>	<u>Status</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Trademark</u>
The Coryn Group II, LLC	Registered	77601304	3764565	ENDLESS PRIVILEGES
The Coryn Group II, LLC	Registered	85628694	4271771	FITCATIONS
The Coryn Group II, LLC	Registered	76592640	2991380	FLORAL PRINT Design
The Coryn Group II, LLC	Registered	85806167	4591084	GROUP-EASE
The Coryn Group II, LLC	Registered	85806153	4599601	GROUP-EASE Logo
The Coryn Group II, LLC	Registered	76610062	3000509	HAWAII- YES YOU CAN
The Coryn Group II, LLC	Registered	75316085	2223758	HAWAII YES YOU CAN and Design
The Coryn Group II, LLC	Registered	86027638	4516543	LIVE BIG. BREATHE DEEP.
The Coryn Group II, LLC	Registered	86193129	4655474	LIVE IN THE NOW
The Coryn Group II, LLC	Registered	85018366	3946119	NOW JADE
The Coryn Group II, LLC	Registered	77919948	3959036	NOW RESORTS & SPAS
The Coryn Group II, LLC	Registered	86269586	4809598	PAMPERED TO A TEE
The Coryn Group II, LLC	Registered	76567122	2915877	RAISING ALL-INCLUSIVE TO A NEW LEVEL OF LUXURY
The Coryn Group II, LLC	Registered	76077684	2772061	SECRETS
The Coryn Group II, LLC	Registered	78683437	3126344	SERVICE BEYOND THE CLICK
The Coryn Group II, LLC	Registered	76151936	2776175	Shell Design
The Coryn Group II, LLC	Registered	74345458	1792975	SQUARE DEALS
The Coryn Group II, LLC	Registered	85907171	4425694	STEP UP YOUR STAY
The Coryn Group II, LLC	Registered	85324092	4407480	SUITE DEAL BY AMRESORTS Plus Design
The Coryn Group II, LLC	Registered	74345457	1804809	SUMMERSUN
The Coryn Group II, LLC	Registered	78074716	2760264	SUNSCAPE

<u>Registered Owner / Grantor</u>	<u>Status</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Trademark</u>
The Coryn Group II, LLC	Registered	85097206	4071474	SUNSCAPE RESORTS & SPAS Plus Turtle Design in Color
The Coryn Group II, LLC	Registered	77601335	3764566	THE ART OF LIFE
The Coryn Group II, LLC	Pending Intent to Use	87192811		TIPRO
The Coryn Group II, LLC	Registered	86666405	5006031	TRAVEL IMPRESSIONS
The Coryn Group II, LLC	Registered	86844018	5021072	TRAVEL IMPRESSIONS Logo
UVC IP Holdco, LLC	Registered	85432859	4157164	UNLIMITED VACATION CLUB
UVC IP Holdco, LLC	Registered	85221173	4031236	UNLIMITED VACATION CLUB Plus Design
The Coryn Group II, LLC	Registered	78942293	3237440	UNLIMITED-FUN
The Coryn Group II, LLC	Registered	78942351	3339887	UNLIMITED-LUXURY
The Coryn Group II, LLC	Allowed	86705202		VIVID RESORTS & SPAS
The Coryn Group II, LLC	Registered	85884617	4649824	WAVE DESIGN
The Coryn Group II, LLC	Registered	74279822	1746110	WINTERSUN
The Coryn Group II, LLC	Registered	85849097	4561077	WORLDSTAR
The Coryn Group II, LLC	Registered	86002832	4553214	WORLDSTAR Logo
The Coryn Group II, LLC	Registered	77592208	3755697	ZOETRY
The Coryn Group II, LLC	Registered	77592589	3684325	ZOËTRY
The Coryn Group II, LLC	Registered	77602684	3681351	ZOËTRY WELLNESS & SPA RESORTS Logo
The Coryn Group II, LLC	Allowed	87236816		DREAMS DELIGHT
The Coryn Group II, LLC	Pending Intent to Use	87329073		REFLECT
The Coryn Group II, LLC	Pending Intent to Use	87329085		REFLECT