

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM440240

<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>
MARRIOTT VACATIONS WORLDWIDE CORPORATION		08/16/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT		
<b>Street Address:</b>	10 S. DEARBORN ST., 7TH FLOOR		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2509629	CANOPY COVE	
<b>Registration Number:</b>	1793867	FRIENDSHARE	
<b>Registration Number:</b>	2486114	FUNCTION JUNCTION	
<b>Registration Number:</b>	2550971	HORIZONS HARBOR	
<b>Registration Number:</b>	3958004	JUST-IN-TIME VACATIONS	
<b>Registration Number:</b>	1771511	KAUAI LAGOONS	
<b>Serial Number:</b>	85566837	HORIZONS BY MVW	
<b>Serial Number:</b>	85566865	HORIZONS BY MVW	
<b>Serial Number:</b>	85566883	HORIZONS BY MVW	
<b>Serial Number:</b>	85566918	HORIZONS BY MVW	
<b>Registration Number:</b>	4199365	VACATIONOLOGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124552502		
<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>			
<b>Phone:</b>	(212) 455-3526		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	KATE STEIN, ESQ.		

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**Address Line 1:** SIMPSON THACHER & BARTLETT LLP  
**Address Line 2:** 425 LEXINGTON AVENUE  
**Address Line 4:** NEW YORK, NEW YORK 10017

**ATTORNEY DOCKET NUMBER:** 509265/1608

**NAME OF SUBMITTER:** KATE STEIN

**SIGNATURE:** /KS/

**DATE SIGNED:** 08/22/2017

**Total Attachments: 5**

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GRANT OF  
SECURITY INTEREST IN TRADEMARKS

**GRANT OF SECURITY INTEREST IN TRADEMARKS** (the "Agreement"), dated as of August 16, 2017, made by Marriott Vacations Worldwide Corporation ("MVWC") (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., a United States national association, as Collateral Agent (the "Agent") for itself, the several banks and other financial institutions (the "Lenders") that are parties to the Credit Agreement, dated as of August 16, 2017 (as the same may be amended, waived, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among MVWC, Marriott Ownership Resorts, Inc. (the "Borrower"), the Agent and the Lenders, and the other Secured Parties provided for in the Credit Agreement.

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

WHEREAS, in connection with the Credit Agreement, the Borrower and the Guarantors have executed and delivered a Guarantee and Collateral Agreement, dated as of August 16, 2017, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the trademarks listed on Schedule I (the "Secured Trademarks"); and

WHEREAS, the 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, the Grantor agrees 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. Purpose.** This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. 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. In the event of any conflict between this Agreement and the Security Agreement, the Security Agreement shall govern.

SECTION 3. Confirmation of Grant of Security Interest. The Grantor hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, all of the Secured Trademarks.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Secured Trademarks 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.

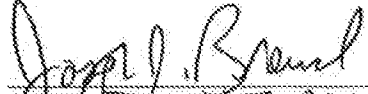
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

\* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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.


MARRIOTT VACATIONS WORLDWIDE  
CORPORATION

By:   
Name: JOSEPH J. BRAMUCHI  
Title: V.P.

[GRANT OF SECURITY INTEREST IN TRADEMARKS – Marriott Vacations Worldwide Corporation]

**TRADEMARK**  
**REEL: 006135 FRAME: 0595**

JPMORGAN CHASE BANK, N.A.,  
as Agent

By:   
Name: Mohammad Hasan  
Title: Executive Director

[GRANT OF SECURITY INTEREST IN TRADEMARKS – Marriott Vacations Worldwide Corporation]

**TRADEMARK**  
**REEL: 006135 FRAME: 0596**

SCHEDULE I

Trademark Registrations

Mark	Owned By	Location /Country	Status	Registration No.	Registration Date	International Class
CANOPY COVE®	MVWC	US	Registered	2509629	20-Nov-01	41
FriendShare®	MVWC	US	Registered	1793867	21-Sep-93	36
FUNCTION JUNCTION®	MVWC	US	Registered	2486114	04-Sep-01	41
HORIZONS HARBOR®	MVWC	US	Registered	2550971	19-Mar-02	41
JUST-IN-TIME VACATIONS®	MVWC	US	Registered	3958004	10-May-11	36
KAUAI LAGOONS®	MVWC	US	Registered	1771511	18-May-93	21, 25, 28, 41, 42
HORIZONS BY MVW	MVWC	US	Application Approved	85/566837	12-Mar-12	35
HORIZONS BY MVW	MVWC	US	Application Filed	85/566865	12-Mar-12	36
HORIZONS BY MVW	MVWC	US	Intent to Use	85/566883	12-Mar-12	37
HORIZONS BY MVW	MVWC	US	Intent to Use	85/566918	12-Mar-12	43
TOP OF THE STRAND			Common Law Trademark			
VACATIONOLOGY	MVWC	US	Registered	4,199,365	28-Aug-12	41