

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440241

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MARRIOTT OWNERSHIP RESORTS, INC.		08/16/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT		
Street Address:	10 S. DEARBORN ST., 7TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4819620	CLUBTHRIVE	
Registration Number:	4827191	CLUBTHRIVE	
Serial Number:	87193865	LOGGERHEAD LANDING	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	(212) 455-3526		
Email:	ksolomon@stblaw.com		
Correspondent Name:	KATE STEIN, ESQ.		
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 Ownership Resorts, Inc. (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 Marriott Vacations Worldwide Corporation, 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.

* * *

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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 OWNERSHIP RESORTS,
INC.

By: 


Name: Joseph J. Braatuchi

Title: Vice President

[GRANT OF SECURITY INTEREST IN TRADEMARKS - Marriott Ownership Resorts, Inc.]

TRADEMARK
REEL: 006135 FRAME: 0602

JPMORGAN CHASE BANK, N.A.,
as Agent

By: 
Name: Mohammad Hasani
Title: Executive Director

[GRANT OF SECURITY INTEREST IN TRADEMARKS – Marriott Ownership Resorts, Inc.]

TRADEMARK
REEL: 006135 FRAME: 0603

SCHEDULE I

Trademark Registrations

Mark	Owned By	Location /Country	Status	Registration No.	Registration Date	International Class
clubTHRIVE®	Borrower	US	Registered	4819620	22-Sep-15	43
clubTHRIVE®	Borrower	US	Registered	4827191	06-Oct-15	41
LOGGERHEAD LANDING	Borrower	US	Application	87/193865		43