

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM441150

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	IP Security Agreement Supplement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Travel Holdings, Inc.		08/29/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UniCredit Bank AG, London Branch, as Security Agent		
<b>Street Address:</b>	Moor House, 120 London Wall		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	EC2Y 5ET		
<b>Entity Type:</b>	Bank: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3762212	LAST MINUTE TRAVEL	
<b>Registration Number:</b>	2493292	LASTMINUTETRAVEL.COM	
<b>Registration Number:</b>	2485919	LASTMINUTETRAVEL.COM	
<b>Registration Number:</b>	1811733	LAST MINUTE TRAVEL	
<b>Registration Number:</b>	4801056	TRAVELPONY	
<b>Registration Number:</b>	4524683	NSIGHT, HUMANIZING TRAVEL INTELLIGENCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024083141		
<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>	2024083141		
<b>Email:</b>	jean.paterson@cscglobal.com		
<b>Correspondent Name:</b>	CSC		
<b>Address Line 1:</b>	1090 Vermont Avenue, NW		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	788940		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		
<b>SIGNATURE:</b>	/jep/		
<b>DATE SIGNED:</b>	08/29/2017		

CH \$165.00 3762212

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

(Trademark, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, Travel Holdings, Inc., a Delaware corporation (herein referred to as the "Grantor") owns, or in the case of licenses is a party to, the Intellectual Property Collateral (as defined below);

WHEREAS, the Grantor, among others, certain lenders and UniCredit Bank AG, London Branch as facility agent, are parties to the Senior Facilities Agreement dated June 1, 2017 (as amended, supplemented or otherwise modified from time to time, the "Amended and Restated Senior Facilities Agreement"); and

WHEREAS, pursuant to (i) a Security Agreement dated as of December 7, 2016 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") entered into between, among others, the Grantor and UniCredit Bank AG, London Branch, as Security Agent (the "Security Agent", which expression shall include its successors, assigns and transferees) and (ii) certain other Transaction Security Documents (including this Intellectual Property Security Agreement Supplement), the Grantor has secured the Secured Obligations (as defined in the Security Agreement) by granting to the Security Agent as security agent for the Secured Parties (as defined in the Security Agreement) a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Intellectual Property Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Security Agent, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule I hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule I hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of, intellectual property rights in connection with any injury to, or infringement or dilution of any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule I hereto) or for the goodwill associated with any of the foregoing; and

(iv) all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto).

The Grantor irrevocably constitutes and appoints the Security Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Security Agent's name, from time to time, in the Security Agent's discretion, so long as any Enforcement Event (as defined in the Security Agreement) shall have occurred, to take with respect to the Intellectual Property Collateral any and all appropriate action which the Grantor might be entitled to take with respect to the Intellectual Property Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Intellectual Property Security Agreement Supplement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Security Agent pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Intellectual Property Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York. The Grantor agrees that any suit for the enforcement of this Intellectual Property Security Agreement Supplement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in the Security Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

This Intellectual Property Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Security Agreement by electronic transmission shall be effective as delivery of a manually executed counterpart of this Intellectual Property Security Agreement Supplement.

In case of any inconsistencies between the terms of this Intellectual Property Security Agreement Supplement and those of the Security Agreement, the Security Agreement shall prevail.

*[Remainder of page left blank intentionally; signatures follow.]*

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 29th day of August, 2017.

TRAVEL HOLDINGS, INC.,  
AS GRANTOR

By: 

\_\_\_\_\_  
Name:  
Title:

Acknowledged:

UniCredit Bank AG, London Branch,  
as Security Agent

By: \_\_\_\_\_

Name:  
Title:

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 29th day of August, 2017.

TRAVEL HOLDINGS, INC.,  
AS GRANTOR

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged:

UniCredit Bank AG, London Branch,  
as Security Agent

By: \_\_\_\_\_  
Name: *R* *A*  
Title: *Russell Winston* *Andrew Osborne*  
*Director* *Director*

SCHEDULE I

TRADEMARK REGISTRATIONS

Mark	Owner	Jurisdiction	Reg. No.	Reg. Date
LAST MINUTE TRAVEL	Travel Holdings, Inc.	U.S.	3762212	03/23/10
LASTMINUTETRAVEL.COM	Travel Holdings, Inc.	U.S.	2493292	09/25/01
LASTMINUTETRAVEL.COM and Design	Travel Holdings, Inc.	U.S.	2485919	09/04/01
LAST MINUTE TRAVEL	Travel Holdings, Inc.	U.S.	1811733	12/14/93
TRAVELPONY	Travel Holdings, Inc.	U.S.	4801056	8/25/15
NSIGHT, HUMANIZING TRAVEL INTELLIGENCE	Travel Holdings, Inc.	U.S.	4524683	5/6/14