

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470007

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TravelClick, Inc.		04/04/2018	Corporation: DELAWARE
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:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5287281	KNOW ACQUIRE CONVERT RETAIN	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	030786-0841		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/S/ Angela M. Amaru		
DATE SIGNED:	04/16/2018		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (“*IP Security Agreement Supplement*”) dated April 4, 2018, is made by the Person listed on the signature page hereof (the “*Grantor*”) in favor of Credit Suisse AG, Cayman Islands Branch, acting through one or more of its branches, or any Affiliate thereof (“*Credit Suisse*”), as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Project Dwight Holdings Corporation, a Delaware corporation, (“*Holdings*”), TravelClick, Inc., a Delaware corporation (the “*Borrower*”) and the other Loan Parties have entered into that certain First Lien Credit Agreement originally dated as of May 6, 2014, (as amended and restated as of May 12, 2014, as amended as of May 8, 2017, and as further amended by Amendment No. 3 dated as of the date hereof and as further amended from time to time, the “*Credit Agreement*”), with Credit Suisse, as Administrative Agent and the Collateral Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain Security Agreement dated as of May 6, 2014 made by the Grantor and such other Persons to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) and that certain Intellectual Property Security Agreement dated May 6, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following, except to the extent any applicable law, regulation or agreement with a domain name registrar prohibits the creation of a security interest therein or would otherwise invalidate any Grantor’s right, title or interest therein (the “*Additional Collateral*”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);
- (iii) the copyright registrations and applications set forth in Schedule C hereto (the “*Copyrights*”);
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and

all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) all any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Supplement to Security Agreement. Schedule V to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.


SECTION 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

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

IN WITNESS WHEREOF, each Grantor has caused this Supplement to the IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

TRAVELCLICK, INC.

By: 

Name: David Obstler

Title: Chief Financial Officer

Schedule A

PATENTS

Patent Title	Application No. Application Date	Patent Number Grant Date	Status	Grantor
SYSTEMS AND METHODS FOR OPTIMIZING DYNAMIC MAILINGS	11034781 1/14/2005	7523167 4/21/2009	Issued	TravelCLICK, Inc.
SYSTEMS AND METHODS FOR OPTIMIZING SMART MAIL	12405081 3/16/2009	7882190 2/1/2011	Issued	TravelCLICK, Inc.
SYSTEMS AND METHODS FOR OPTIMIZING SMART MAIL	12977922 12/23/2010	8224914 7/17/2012	Issued	TravelCLICK, Inc.
METHODS AND SYSTEMS FOR ONLINE EVENTS	14158561 1/17/2014	---	Pending	TravelCLICK, Inc.

Schedule B
TRADEMARKS

Trademark	Application No. Application Date	Registration Number Registration Date	Status	Grantor
KNOW ACQUIRE CONVERT RETAIN	87035188 5/12/2016	5287281 9/12/2017	Registered	TravelCLICK, Inc.

Schedule C
COPYRIGHTS

Title	Registration Number	Registration Date	Status	Grantor
Demand360 Version 3.0	TXu001993792	5/17/2016	Registered	TravelClick, Inc