

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM479747

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Mark Travel Company, LLC	FORMERLY The Mark Travel Corporation	06/27/2018	Limited Liability Company: NEVADA
Trisept Solutions, LLC		06/27/2018	Limited Liability Company: WISCONSIN

## RECEIVING PARTY DATA

<b>Name:</b>	Credit Suisse, AG, Cayman Islands Branch, as Collateral Agent
<b>Street Address:</b>	11 Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10010
<b>Entity Type:</b>	Aktiengesellschaft (Ag): SWITZERLAND

## PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	1053430	FUNWAY HOLIDAYS
Registration Number:	1060991	GREAT AMERICAN CITIES
Registration Number:	1104487	FLORIDA FUNJET
Registration Number:	1137030	LAS VEGAS FUNJET
Registration Number:	1258871	FUNJET
Registration Number:	1436738	TNT
Registration Number:	1447922	THE MARK OF EXCELLENCE
Registration Number:	1455774	FUNWAY HOLIDAYS FUNJET
Registration Number:	1804816	FUNJET...THE FUNWAY TO GET AWAY!
Registration Number:	1936065	FUNJET VACATIONS
Registration Number:	2011164	TNT VACATIONS
Registration Number:	2073325	WARM FACES FUN PLACES
Registration Number:	2106617	FUNJET EXPRESS
Registration Number:	2115459	FUNJET EXPRESS
Registration Number:	2184765	SPORTS VENTURES
Registration Number:	2189748	MOUNTAIN VACATIONS
Registration Number:	2189975	PLEASURE BREAK VACATIONS

CH \$865.00 1053430

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2235103	PLEASURE BREAK VACATIONS
Registration Number:	2241192	THE MARK TRAVEL CORPORATION
Registration Number:	2321129	VACATION SAVERS
Registration Number:	2328628	HMHF FUN VACATIONS!
Registration Number:	2345036	BLUE SKY TOURS
Registration Number:	2368935	
Registration Number:	2466609	VAX VACATION ACCESS
Registration Number:	2469899	FUNNET
Registration Number:	2788732	FUNJET VACATION
Registration Number:	3046898	MARK INTERNATIONAL
Registration Number:	3059088	DISCOUNT VACATIONS
Registration Number:	3353160	IMAGINE VACATIONS
Registration Number:	3441904	DO SOMETHING YOU'LL NEVER FORGET
Registration Number:	4161085	TNT VACATIONS COM
Registration Number:	4878629	HERE & BEYOND
Registration Number:	2574540	TRISEPT SOLUTIONS
Registration Number:	4972234	XCELERATOR

**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:** 202-835-7500

**Email:** dcip@milbank.com

**Correspondent Name:** Kristin Yohannan, Esq.

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

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

**Address Line 4:** Washington, D.C. 20006

<b>ATTORNEY DOCKET NUMBER:</b>	28302.70500
<b>NAME OF SUBMITTER:</b>	Kristin L. Yohannan
<b>SIGNATURE:</b>	/s/ Kristin L. Yohannan
<b>DATE SIGNED:</b>	06/27/2018

**Total Attachments: 6**

source=Trademark Security Agreement (Casablanca)(Eden)(Execution)-v3#page1.tif

source=Trademark Security Agreement (Casablanca)(Eden)(Execution)-v3#page2.tif

source=Trademark Security Agreement (Casablanca)(Eden)(Execution)-v3#page3.tif

source=Trademark Security Agreement (Casablanca)(Eden)(Execution)-v3#page4.tif

source=Trademark Security Agreement (Casablanca)(Eden)(Execution)-v3#page5.tif

source=Trademark Security Agreement (Casablanca)(Eden)(Execution)-v3#page6.tif

**GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of June 27, 2018, 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 First Lien Credit Agreement, dated as of March 31, 2017 (as amended by that certain Technical Amendment, dated as of September 13, 2017, and that certain Second Amendment, dated as of May 30, 2018, and as further 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"), ALG Servicios Financieros México, S.A. de C.V., SOFOM, E.N.R. (the "Mexican Borrower" and, jointly and severally with the U.S. Borrower, the Dutch 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.

**W I T N E S S E T H:**

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrowers and the Letter of Credit Issuer has agreed to issue Letters of Credit, 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 First 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, the Lenders and the Letter of Credit Issuer to enter into the Credit Agreement, to induce the Lenders and the Letter of Credit Issuer to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into

Secured Cash Management Agreements or Secured Hedge Agreements with the Borrowers and/or their Restricted Subsidiaries, 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.

[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.

**THE MARK TRAVEL COMPANY, LLC,**  
as a Grantor

By:   
Name: Ryan Solomon  
Title: Vice President


**TRISEPT SOLUTIONS, LLC,**  
as a Grantor

By:   
Name: Ryan Solomon  
Title: Vice President

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

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

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

By:   
Name: Komal Shah  
Title: Authorized Signatory

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
The Mark Travel Company, LLC (f/k/a The Mark Travel Corporation)	73084885	1,053,430	FUNWAY HOLIDAYS
The Mark Travel Company, LLC (f/k/a The Mark Travel Corporation)	73085188	1,060,991	GREAT AMERICAN CITIES
The Mark Travel Company, LLC (f/k/a The Mark Travel Corporation)	73157489	1,104,487	FLORIDA FUNJET
The Mark Travel Company, LLC (f/k/a The Mark Travel Corporation)	73193422	1,137,030	LAS VEGAS FUNJET
The Mark Travel Company, LLC (f/k/a The Mark Travel Corporation)	73394995	1,258,871	FUNJET
The Mark Travel Company, LLC (f/k/a The Mark Travel Corporation)	73552236	1,436,738	TNT
The Mark Travel Company, LLC (f/k/a The Mark Travel Corporation)	73631196	1,447,922	THE MARK OF EXCELLENCE
The Mark Travel Company, LLC (f/k/a The Mark Travel Corporation)	73609032	1,455,774	FUNWAY HOLIDAYS FUNJET
The Mark Travel Company, LLC (f/k/a The Mark Travel Corporation)	74363138	1,804,816	FUNJET...THE FUNWAY TO GET AWAY!
The Mark Travel Company, LLC (f/k/a The Mark Travel Corporation)	74500059	1,936,065	FUNJET VACATIONS
The Mark Travel Company, LLC (f/k/a The Mark Travel Corporation)	74680491	2,011,164	TNT VACATIONS
The Mark Travel Company, LLC (f/k/a The Mark Travel Corporation)	75028026	2,073,325	WARM FACES FUN PLACES
The Mark Travel Company, LLC (f/k/a The Mark Travel Corporation)	75117998	2,106,617	FUNJET EXPRESS
The Mark Travel Company, LLC (f/k/a The Mark Travel Corporation)	75117747	2,115,459	FUNJET EXPRESS
The Mark Travel Company, LLC (f/k/a The Mark Travel Corporation)	75179440	2,184,765	SPORTS VENTURES
The Mark Travel Company, LLC (f/k/a The Mark Travel Corporation)	75132102	2,189,748	MOUNTAIN VACATIONS

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
The Mark Travel Company, LLC (f/k/a The Mark Travel Corporation)	75275112	2,189,975	PLEASURE BREAK VACATIONS
The Mark Travel Company, LLC (f/k/a The Mark Travel Corporation)	75282096	2,235,103	PLEASURE BREAK VACATIONS
The Mark Travel Company, LLC (f/k/a The Mark Travel Corporation)	75303009	2,241,192	THE MARK TRAVEL CORPORATION
The Mark Travel Company, LLC (f/k/a The Mark Travel Corporation)	75615024	2,321,129	VACATION SAVERS
The Mark Travel Company, LLC (f/k/a The Mark Travel Corporation)	75595237	2,328,628	HMHF FUN VACATIONS!
The Mark Travel Company, LLC (f/k/a The Mark Travel Corporation)	75627098	2,345,036	BLUE SKY TOURS
The Mark Travel Company, LLC (f/k/a The Mark Travel Corporation)	74500064	2,368,935	[Design Only]
The Mark Travel Company, LLC (f/k/a The Mark Travel Corporation)	75839270	2,466,609	VAX VACATION ACCESS
The Mark Travel Company, LLC (f/k/a The Mark Travel Corporation)	75072696	2,469,899	FUNET
The Mark Travel Company, LLC (f/k/a The Mark Travel Corporation)	78138508	2,788,732	FUNJET VACATION
The Mark Travel Company, LLC (f/k/a The Mark Travel Corporation)	78381934	3,046,898	MARK INTERNATIONAL
The Mark Travel Company, LLC (f/k/a The Mark Travel Corporation)	78579597	3,059,088	DISCOUNT VACATIONS
The Mark Travel Company, LLC (f/k/a The Mark Travel Corporation)	78207508	3,353,160	IMAGINE VACATIONS
The Mark Travel Company, LLC (f/k/a The Mark Travel Corporation)	77172682	3,441,904	DO SOMETHING YOU'LL NEVER FORGET
The Mark Travel Company, LLC (f/k/a The Mark Travel Corporation)	85454641	4,161,085	TNT VACATIONS COM
The Mark Travel Company, LLC (f/k/a The Mark Travel Corporation)	86526980	4,878,629	HERE & BEYOND
Trisept Solutions, LLC	76212914	2,574,540	TRISEPT SOLUTIONS
Trisept Solutions, LLC	86751266	4,972,234	XCELERATOR