

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480188

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pink Jeep Tours, Inc.		06/29/2018	Corporation: ARIZONA
Pink Adventure Group, Inc.		06/29/2018	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 South Dearborn, Floor L2
Internal Address:	Suite 1L1-0480
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	87562135	
Registration Number:	4261806	BIG PINK SIGHTSEEING
Registration Number:	4925017	PINK
Registration Number:	5034084	PINK ADVENTURE TOURS
Registration Number:	5127737	EXPLORE WITH US
Registration Number:	5188950	
Serial Number:	87753952	IMAGINE WHAT YOU'LL SHARE
Registration Number:	4091188	TREK FOR THE CURE

CORRESPONDENCE DATA

Fax Number: 6785532413

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: 678-553-2283

Email: stonel@gtlaw.com

Correspondent Name: Lorrin Stone

Address Line 1: 3333 Piedmont Road, NE

Address Line 2: Suite 2500

Address Line 4: Atlanta, GEORGIA 30305

TRADEMARK

NAME OF SUBMITTER:	Lorrin Stone
SIGNATURE:	/Lorrin Stone/
DATE SIGNED:	07/02/2018
Total Attachments: 6 source=PINK TRADEMARK SECURITY AGREEMENT (Executed 2018.06.29)#page1.tif source=PINK TRADEMARK SECURITY AGREEMENT (Executed 2018.06.29)#page2.tif source=PINK TRADEMARK SECURITY AGREEMENT (Executed 2018.06.29)#page3.tif source=PINK TRADEMARK SECURITY AGREEMENT (Executed 2018.06.29)#page4.tif source=PINK TRADEMARK SECURITY AGREEMENT (Executed 2018.06.29)#page5.tif source=PINK TRADEMARK SECURITY AGREEMENT (Executed 2018.06.29)#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of June 29, 2018, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each, individually, "Grantor"), and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (together with its successors and assigns, the "Administrative Agent") for the Lenders party to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among HERSCHEND ADVENTURE HOLDINGS, LLC, a Georgia limited liability company (the "Company"), the Subsidiaries of the Company from time to time part thereto as "Borrowers" (such Subsidiaries, together with the Company, each, a "Borrower" and, collectively, jointly and severally, as "Borrowers"), the other Loan Parties party thereto, the lenders from time to time party thereto (the "Lenders"), and the Administrative Agent, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to the Administrative Agent, that certain Pledge and Security Agreement, dated as of even date herewith (including all annexes, exhibits or schedules thereto, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Grantors, the other Persons party thereto as grantors and the Administrative Agent; and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Administrative Agent this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. Grant of Security Interest. Each Grantor hereby unconditionally grants to the Administrative Agent, a continuing security interest in all of such Grantor's right, title, and interest in and to all of the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Secured Obligations:

(a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing (including, without limitation, each trademark listed on Schedule 1 attached hereto), together with (i) all renewals of the foregoing, (ii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof, (iii) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing, and (iv) all rights corresponding to any of the foregoing throughout the world;

(b) all licenses or similar arrangements of any of the foregoing, whether as licensee or licensor;

(c) all general intangibles at any time evidencing or relating to any of the foregoing, together with all books and records, computer files, programs, printouts and other computer materials and records related thereto; and

(d) all products and proceeds of any of the foregoing.

3. Authorization to Supplement. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice to the Administrative Agent in accordance with, and to the extent required by Section 7 of the Security Agreement, with respect to any such new trademarks. Without limiting Grantors' obligations under this Section, Grantors hereby authorize the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

4. Security for Secured Obligations. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to the Administrative Agent, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

5. Termination. This Trademark Security Agreement shall remain in effect until termination of the Security Agreement in accordance with Section 7.14 thereof.

6. Miscellaneous. This security interest is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby

are more fully set forth in the Security Agreement and the Credit Agreement. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the Security Agreement, the Credit Agreement and the other Loan Documents. The attached Schedule I is incorporated herein by reference for all purposes. **THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA AND THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION, THE UNITED STATES PATENT AND TRADEMARK LAWS.** This Trademark Security Agreement shall be binding upon each Grantor, and the trustees, receivers, successors and assigns of any Grantor, including all successors in interest of any Grantor in and to all or any part of the Trademark Collateral, and shall benefit the Administrative Agent and its successors and permitted assigns. If any provision of this Trademark Security Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Trademark Security Agreement shall not be affected thereby, and this Trademark Security Agreement shall be liberally construed so as to carry out the intent of the parties to it. Except as expressly set forth in Section 3, this Trademark Security Agreement may be amended or modified only with the written consent of each party hereto.

7. Counterparts; Headings. This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Trademark Security Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The section headings appearing in this Trademark Security Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Trademark Security Agreement.

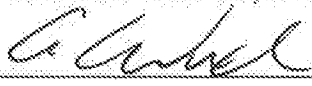
8. Construction. This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or”. The words “hereof”, “herein”, “hereby”, “hereunder”, and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein).

[Continued on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

PINK ADVENTURE GROUP, INC.

By: 
Name: Andrew Wexler
Title: President

PINK JEEP TOURS, INC.

By: 
Name: Ryan Connolly
Title: Vice President

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Samuel Kuttig
Title: Authorized Officer

[PINK—TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006369 FRAME: 0489

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Grantor	Trademark	Registration Date	Registration Number	Jurisdiction
Pink Jeep Tours, Inc.	Pink Jeep Tours Ancient Expeditions (Trade Name Cert)	3/28/2016	Trade Name # 643105	Arizona
Pink Jeep Tours, Inc.	Pink Jeep Tours (Trade Name Cert)	3/28/2016	Trade Name # 643106	Arizona
Pink Jeep Tours, Inc.	Pink Jeep Tours of Arizona (Trade Name Cert)	02/26/86	Trade Name # 64948	Arizona
Pink Jeep Tours, Inc.	Pink Jeep Desert Tours (Trade Name Cert)	3/28/2016	Trade Name # 643107	Arizona
Pink Jeep Tours, Inc.	Desert Jeep Tours (Trade Name Cert)	02/26/86	Trade Name # 65139	Arizona
Pink Jeep Tours, Inc.	Pink Jeep Tours TM (all fonts/type faces)	02/10/16	TM # 60335	Arizona
Pink Jeep Tours, Inc.	Pink Jeep Tours TM (all fonts/type faces)	02/10/16	TM # 60336	Arizona
Pink Jeep Tours, Inc.	Pink Jeep Tours Ancient Expeditions (Trade Name Cert)	03/28/16	Trade Name # 643105	Arizona
Pink Adventure Group, Inc.	Big Pink Sightseeing	12/18/12	4,261,806	USPTO
Pink Adventure Group, Inc.	PINK	03/29/16	4,925,017	USPTO
Pink Adventure Group, Inc.	PINK ADVENTURE TOURS	09/06/16	5,034,084	USPTO
Pink Adventure Group, Inc.	EXPLORE WITH US	01/24/17	5,127,737	USPTO
Pink Adventure Group, Inc.	(Design Mark of Pink SUV)	04/25/17	5,188,950	USPTO
Pink Adventure Group, Inc.	TREK FOR THE CURE	01/24/12	4,091,188	USPTO

TRADEMARK APPLICATIONS

Grantor	Trademark Application	Application Filing Date	Application Serial Number	Jurisdiction
Pink Adventure Group, Inc.	(Design Mark of the color pink on vehicles, brochures and websites)	08/09/17	87562135	USPTO
Pink Adventure Group, Inc.	IMAGINE WHAT YOU'LL SHARE	1/12/2018	87753952	USPTO

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