

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM489705

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Marriott Vacations Worldwide Corporation		08/31/2018	Corporation: DELAWARE
Marriott Ownership Resorts, Inc.		08/31/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative and Collateral Agent
Street Address:	10 S. Dearborn
Internal Address:	7th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	5318481	LOGGERHEAD LANDING
Registration Number:	4819620	CLUBTHRIVE
Registration Number:	4827191	CLUBTHRIVE
Registration Number:	4199365	VACATIONOLOGY
Registration Number:	2509629	CANOPY COVE
Registration Number:	2550971	HORIZONS HARBOR
Registration Number:	2486114	FUNCTION JUNCTION
Registration Number:	1793867	FRIENDSHARE

CORRESPONDENCE DATA

Fax Number: 6502515002

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: (650) 251-5123

Email: jnull@stblaw.com

Correspondent Name: Marissa Lambert

Address Line 1: 2475 Hanover Street

CH \$215.00 5318481

Address Line 4: Palo Alto, CALIFORNIA 94304	
ATTORNEY DOCKET NUMBER:	509265/2123
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	09/12/2018
Total Attachments: 5 source=(27446039)_ (2)_ Trademark Security Agreement (MVW)(Execution)(8.31.18)#page1.tif source=(27446039)_ (2)_ Trademark Security Agreement (MVW)(Execution)(8.31.18)#page2.tif source=(27446039)_ (2)_ Trademark Security Agreement (MVW)(Execution)(8.31.18)#page3.tif source=(27446039)_ (2)_ Trademark Security Agreement (MVW)(Execution)(8.31.18)#page4.tif source=(27446039)_ (2)_ Trademark Security Agreement (MVW)(Execution)(8.31.18)#page5.tif	

**SHORT FORM
TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated August 31, 2018, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of JPMorgan (as defined below), as collateral agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, Marriott Vacations Worldwide Corporation, a Delaware corporation (“MVWC”), Marriott Ownership Resorts, Inc., a Delaware corporation (the “MVW Borrower” or the “Borrower Representative”), on and after the ILG Joinder Date, Interval Acquisition Corp., a Delaware corporation (the “ILG Borrower”, and collectively with the MVW Borrower, the “Borrowers”) and JPMorgan Chase Bank, N.A. (“JPMorgan”), as Administrative Agent and Collateral Agent, each Lender from time to time party thereto and each other Person party thereto have entered into the Credit Agreement dated as of August 31, 2018 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans and the L/C Issuers to issue Letters of Credit;

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and certain other Secured Parties to make other financial accommodations to MVWC, the Borrowers and the Restricted Subsidiaries; and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

- (a) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded Property).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such 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. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are

unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each 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 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. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

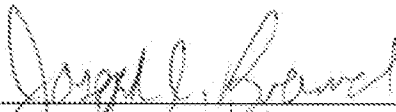
SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

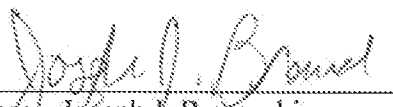
[Signature Pages Follow]

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.


MARRIOTT VACATIONS WORLDWIDE
CORPORATION,
as Grantor

By: 
Name: Joseph J. Bramuchi
Title: Vice President and Treasurer

MARRIOTT OWNERSHIP RESORTS, INC.,
as Grantor

By: 
Name: Joseph J. Bramuchi
Title: Vice President and Treasurer

JPMORGAN CHASE BANK, N.A.,
as Agent

By: 
Name: Mohammad Hasan
Title: Executive Director

[Signature Page – Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 006435 FRAME: 0983

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Mark	Jurisdiction	Serial No. Filing Date	Registration No. Registration Date	Class/es	Status	Current Owner of Record
LOGGERHEAD LANDING	U.S.	87/193865 05-Oct-2016	5318481 24-Oct-2017	43	Registered	Marriott Ownership Resorts, Inc.
CLUBTHRIVE	U.S.	86/413841 03-Oct-2014	4819620 22-Sep-2015	43	Registered	Marriott Ownership Resorts, Inc.
CLUBTHRIVE	U.S.	86/976133 03-Oct-2014	4827191 06-Oct-2015	41	Registered	Marriott Ownership Resorts, Inc.
VACATIONOLOGY	U.S.	85/245094 17-Feb-2011	4199365 28-Aug-2012	41	Registered	Marriott Vacations Worldwide Corporation
CANOPY COVE	U.S.	76/157007 31-Oct-2000	2509629 20-Nov-2001	41	Registered	Marriott Vacations Worldwide Corporation
HORIZONS HARBOR	U.S.	76/013945 30-Mar-2000	2550971 19-Mar-2002	41	Registered	Marriott Vacations Worldwide Corporation
FUNCTION JUNCTION	U.S.	75/856655 23-Nov-1999	2486114 04-Sep-2001	41	Registered	Marriott Vacations Worldwide Corporation
FRIENDSHARE	U.S.	74/303515 07-Aug-1992	1793867 21-Sep-1993	36	Registered	Marriott Vacations Worldwide Corporation