

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489712

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ILG, LLC		09/01/2018	Limited Liability Company: DELAWARE
HV Global Group, LLC		09/01/2018	Limited Liability Company: DELAWARE
Interval International, Inc.		09/01/2018	Corporation: FLORIDA
VSE Trademark, Inc.		09/01/2018	Corporation: FLORIDA
Aqua Hospitality LLC		09/01/2018	Limited Liability Company: DELAWARE
Aqua-Aston Hospitality, LLC (fka Aston Hotels & Resorts, LLC)		09/01/2018	Limited Liability Company: HAWAII

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as 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: 60

Property Type	Number	Word Mark
Registration Number:	4742760	#ASTONLIFE
Registration Number:	4208703	A BETTER WAY TO SEE THE WORLD
Registration Number:	4418076	AQUA HOSPITALITY
Registration Number:	3662485	AQUA HOTELS & RESORTS
Registration Number:	5436164	AQUA-ASTON HOSPITALITY
Registration Number:	3624677	ASTON
Registration Number:	1435023	ASTON
Registration Number:	3933236	ASTON
Registration Number:	3933235	ASTON HOTELS & RESORTS
Registration Number:	3746065	ASTON HOTELS & RESORTS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3746067	ASTON HOTELS & RESORTS
Registration Number:	3324366	BEACH LIFE. URBAN VIBE.
Registration Number:	4709112	BEYOND BOUTIQUE
Registration Number:	2842722	BREAKFAST ON THE BEACH
Registration Number:	4179968	CLUB INTERVAL GOLD
Registration Number:	4327372	CLUB INTERVAL GOLD
Registration Number:	2139687	CONDO DIRECT
Registration Number:	4514450	E PLUS
Registration Number:	4514449	E-PLUS
Registration Number:	3663653	FLEXCHANGE
Registration Number:	3008344	FRIENDSHIP REWARDS PROGRAM
Registration Number:	5059022	FROM HERE YOU CAN SEE THE WORLD
Registration Number:	4567111	FUN FEARLESS FOCUSED
Registration Number:	3497121	HAWAII 5-O
Registration Number:	4009540	HOTELS AS DIVERSE AS OUR GUESTS
Registration Number:	5492784	ILG
Registration Number:	5436166	INSTINCT HOTEL COLLECTION
Registration Number:	5436165	INSTINCT HOTEL COLLECTION
Registration Number:	2832843	INTERVAL GOLD
Registration Number:	1477164	INTERVAL INTERNATIONAL
Registration Number:	4033620	INTERVAL INTERNATIONAL PREMIER BOUTIQUER
Registration Number:	3704059	INTERVAL INTERNATIONAL PREMIER RESORT
Registration Number:	3704060	INTERVAL INTERNATIONAL PREMIER RESORT
Registration Number:	3704056	INTERVAL INTERNATIONAL SELECT RESORT
Registration Number:	3704057	INTERVAL INTERNATIONAL SELECT RESORT
Registration Number:	2825938	INTERVAL OPTIONS
Registration Number:	4438286	INTERVAL PLATINUM
Registration Number:	2073254	INTERVAL TRAVEL
Registration Number:	2681078	INTERVAL WORLD
Registration Number:	2440153	INTERVAL WORLD
Registration Number:	3756791	LEAVING LASTING IMPRESSIONS
Registration Number:	3086194	LEISURE TIME PASSPORT
Registration Number:	4559544	LITE HOTELS
Registration Number:	5295641	LITE HOTELS
Registration Number:	5046426	NANEA OCEAN VILLAS
Registration Number:	2392442	RESORT DEVELOPER.COM
Registration Number:	2406560	RESORT SOLUTIONS
Registration Number:	3437412	SAVVY SURFER

Property Type	Number	Word Mark
Registration Number:	4010634	SHORTSTAY EXCHANGE
Registration Number:	2546090	THE QUALITY VACATION EXCHANGE NETWORK
Registration Number:	5436376	TRAVEL DEMAND INDEX
Registration Number:	5402001	VISTANA
Registration Number:	1838120	VISTANA
Registration Number:	5402015	
Registration Number:	5129790	VISTANA SIGNATURE EXPERIENCES
Registration Number:	5129791	VISTANA SIGNATURE EXPERIENCES
Registration Number:	5167798	VISTANA SIGNATURE NETWORK
Serial Number:	87331798	AQUA-ASTON HOSPITALITY
Serial Number:	87331800	ASTON HOTELS & RESORTS
Serial Number:	86105694	HOTELS FOR ALL

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

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: 10

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**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 September 1, 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.

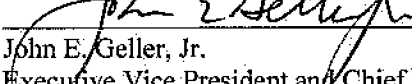
SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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.

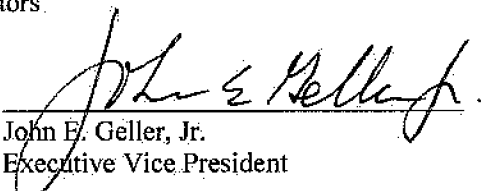
[Signature Pages Follow]

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

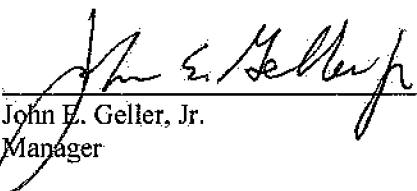
ILG, LLC, as a Grantor

By: 
Name: John E. Geller, Jr.
Title: Executive Vice President and Chief
Financial Officer

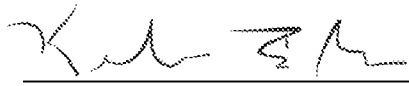
HV GLOBAL GROUP, LLC
INTERVAL INTERNATIONAL, INC.
VSE TRADEMARK, INC.,
as Grantors

By: 
Name: John E. Geller, Jr.
Title: Executive Vice President


AQUA HOSPITALITY LLC, as a Grantor

By: 
Name: John E. Geller, Jr.
Title: Manager

AQUA-ASTON HOSPITALITY, LLC, as a
Grantor

By: 
Name: Kelvin M. Bloom
Title: Chief Executive Officer

JPMORGAN CHASE BANK, N.A.,
as Agent



By: 
Name: Mohammad Hasan
Title: Executive Director

[Signature Page – Grant of Security Interest in Trademarks (ILG)]

TRADEMARK
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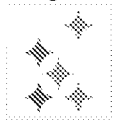
SCHEDULE A


United States Trademark Registrations and Trademark Applications

Mark	Serial No./ Filing Date	Registration No./ Registration Date	Class/es	Status	Current Owner of Record
#ASTONLIFE	86/391901 11-Sep-2014	4742760 26-May-2015	43	Registered	Interval International, Inc.
A BETTER WAY TO SEE THE WORLD	85/363875 06-Jul-2011	4208703 18-Sep-2012	35	Registered	VSE Trademark, Inc.
AQUA HOSPITALITY	85/859157 25-Feb-2013	4418076 15-Oct-2013	43	Registered	Aqua Hospitality LLC
AQUA HOTELS & RESORTS	77/378491 23-Jan-2008	3662485 04-Aug-2009	43	Registered	Aqua Hospitality LLC
AQUA-ASTON HOSPITALITY	87/331786 10-Feb-2017	5436164 03-Apr-2018	43	Registered	Interval International, Inc.
AQUA-ASTON HOSPITALITY and Design AQUA-ASTON HOTELS & RESORTS	87/331798 10-Feb-2017	—	43	Pending	Interval International, Inc.
ASTON	78/601312 04-Apr-2005	3624677 19-May-2009	36	Registered	Interval International, Inc.
ASTON	73/571552 04-Dec-1985	1435023 31-Mar-1987	42	Registered	Interval International, Inc.
ASTON	77/659989 30-Jan-2009	3933236 22-Mar-2011	36, 43	Registered	Interval International, Inc.
ASTON HOTELS & RESORTS	77/659778 29-Jan-2009	3933235 22-Mar-2011	36, 43	Registered	Interval International, Inc.
ASTON HOTELS & RESORTS (Stylized) 	87/331800 10-Feb-2017	—	43	Pending	Interval International, Inc.
ASTON HOTELS & RESORTS and Design (Color) 	77/658842 28-Jan-2009	3746065 09-Feb-2010	43	Registered	Interval International, Inc.

Mark	Serial No./ Filing Date	Registration No./ Registration Date	Class/es	Status	Current Owner of Record
ASTON HOTELS & RESORTS and Design 	77/659314 29-Jan-2009	3746067 09-Feb-2010	43	Registered	Interval International, Inc.
BEACH LIFE. URBAN VIBE.	78/910695 17-Jun-2006	3324366 30-Oct-2007	43	Registered	Aqua Hospitality LLC
BEYOND BOUTIQUE	86/105879 30-Oct-2013	4709112 24-Mar-2015	43	Registered	Aqua Hospitality LLC
BREAKFAST ON THE BEACH	76/522481 13-Jun-2003	2842722 18-May-2004	43	Registered	Aqua-Aston Hospitality, LLC (fka Aston Hotels & Resorts, LLC)
CLUB INTERVAL GOLD	85/094878 28-Jul-2010	4179968 24-Jul-2012	36	Registered	Interval International, Inc.
CLUB INTERVAL GOLD and Design 	85/687877 26-Jul-2012	4327372 30-Apr-2013	35, 36	Registered	Interval International, Inc.
CONDO DIRECT	75/138536 23-Jul-1996	2139687 24-Feb-1998	42	Registered	Interval International, Inc.
E PLUS and Design 	86/060081 10-Sep-2013	4514450 15-Apr-2014	36	Registered	Interval International, Inc.
E-PLUS	86/060079 10-Sep-2013	4514449 15-Apr-2014	36	Registered	Interval International, Inc.
FLEXCHANGE	77/672644 18-Feb-2009	3663653 04-Aug-2009	36	Registered	Interval International, Inc.
FRIENDSHIP REWARDS PROGRAM	76/593131 18-May-2004	3008344 25-Oct-2005	35, 36	Registered	VSE Trademark, Inc.
FROM HERE YOU CAN SEE THE WORLD	86/928284 03-Mar-2016	5059022 11-Oct-2016	43	Registered	HV Global Group, Inc.
FUN FEARLESS FOCUSED	86/105689 30-Oct-2013	4567111 15-Jul-2014	43	Registered	Aqua Hospitality LLC
HAWAII 5-O	78/779415 22-Dec-2005	3497121 02-Sep-2008	43	Registered	Aqua-Aston Hospitality, LLC (fka Aston Hotels & Resorts, LLC)
HOTELS AS DIVERSE AS OUR GUESTS	85/217378 13-Jan-2011	4009540 09-Aug-2011	43	Registered	Aqua Hospitality LLC
HOTELS FOR ALL	86/105694 30-Oct-2013	4574634 10-Jun-2014	43	Registered	Aqua Hospitality LLC

Mark	Serial No./ Filing Date	Registration No./ Registration Date	Class/es	Status	Current Owner of Record
ILG and Design 	87/086944 28-Jun-2016	5492784 12-Jun-2018	36	Registered	ILG, Inc.
INSTINCT HOTEL COLLECTION	87/331805 10-Feb-2017	5436166 03-Apr-2018	43	Registered	Interval International, Inc.
INSTINCT HOTEL COLLECTION (Stylized) 	87/331803 10-Feb-2017	5436165 03-Apr-2018	43	Registered	Interval International, Inc.
INTERVAL GOLD	76/446779 03-Sep-2002	2832843 13-Apr-2004	35, 36, 45	Registered	Interval International, Inc.
INTERVAL INTERNATIONAL	73/626956 27-Oct-1986	1477164 16-Feb-1988	42	Registered	Interval International, Inc.
INTERVAL INTERNATIONAL PREMIER BOUTIQUE RESORT	85/095569 29-Jul-2010	4033620 04-Oct-2011	41	Registered	Interval International, Inc.
INTERVAL INTERNATIONAL PREMIER RESORT	77/394111 11-Feb-2008	3704059 03-Nov-2009	41	Registered	Interval International, Inc.
INTERVAL INTERNATIONAL PREMIER RESORT and Design 	77/394120 11-Feb-2008	3704060 03-Nov-2009	41	Registered	Interval International, Inc.
INTERVAL INTERNATIONAL SELECT RESORT	77/394006 11-Feb-2008	3704056 03-Nov-2009	41	Registered	Interval International, Inc.
INTERVAL INTERNATIONAL SELECT RESORT and Design 	77/394039 11-Feb-2008	3704057 03-Nov-2009	41	Registered	Interval International, Inc.
INTERVAL OPTIONS	76/400997 26-Apr-2002	2825938 23-Mar-2004	35, 36	Registered	Interval International, Inc.
INTERVAL PLATINUM	85/556294 29-Feb-2012	4438286 26-Nov-2013	35, 36, 45	Registered	Interval International, Inc.
INTERVAL TRAVEL	75/014376 03-Nov-1995	2073254 24-Jun-1997	39, 42	Registered	Interval International, Inc.
INTERVAL WORLD	76/432799 22-Jul-2002	2681078 28-Jan-2003	16	Registered	Interval International, Inc.

Mark	Serial No./ Filing Date	Registration No./ Registration Date	Class/es	Status	Current Owner of Record
INTERVAL WORLD	75/766119 02-Aug-1999	2440153 03-Apr-2001	36, 39, 42	Registered	Interval International, Inc.
LEAVING LASTING IMPRESSIONS	77/670279 13-Feb-2009	3756791 09-Mar-2010	43	Registered	Interval International, Inc.
LEISURE TIME PASSPORT	78/334567 01-Dec-2003	3086194 25-Apr-2006	35, 36	Registered	Interval International, Inc.
LITE HOTELS	86/105697 30-Oct-2013	4559544 01-Jul-2014	43	Registered	Aqua Hospitality LLC
LITE HOTELS (Stylized) 	87/331808 10-Feb-2017	5295641 26-Sep-2017	43	Registered	Interval International, Inc.
NANEA OCEAN VILLAS	86/600476 16-Apr-2015	5046426 20-Sep-2016	36	Registered	VSE Trademark, Inc.
RESORT DEVELOPER.COM	75/766122 02-Aug-1999	2392442 03-Oct-2000	42	Registered Supplemental Register	Interval International, Inc.
RESORT SOLUTIONS	75/258764 17-Mar-1997	2406560 21-Nov-2000	09, 35, 41	Registered	Interval International, Inc.
SAVVY SURFER	77/212323 21-Jun-2007	3437412 27-May-2008	43	Registered	Aqua Hospitality LLC
SHORTSTAY EXCHANGE	85/095632 29-Jul-2010	4010634 09-Aug-2011	36	Registered Supplemental Register	Interval International, Inc.
THE QUALITY VACATION EXCHANGE NETWORK	76/020634 07-Apr-2000	2546090 12-Mar-2002	35, 36, 42	Registered	Interval International, Inc.
TRAVEL DEMAND INDEX	87/363557 08-Mar-2017	5436376 03-Apr-2018	43	Registered	Interval International, Inc.
VISTANA	86/649415 02-Jun-2015	5402001 13-Feb-2018	36	Registered	VSE Trademark, Inc.
VISTANA	74/427556 23-Aug-1993	1838120 31-May-1994	42	Registered	VSE Trademark, Inc.
Vistana Miscellaneous Design 	86/661206 12-Jun-2015	5402015 13-Feb-2018	36, 43	Registered	VSE Trademark, Inc.
VISTANA SIGNATURE EXPERIENCES	86/661211 12-Jun-2015	5129790 24-Jan-2017	36	Registered	VSE Trademark, Inc.

Mark	Serial No./ Filing Date	Registration No./ Registration Date	Class/es	Status	Current Owner of Record
VISTANA SIGNATURE EXPERIENCES and Design 	86/661215 12-Jun-2015	5129791 24-Jan-2017	36	Registered	VSE Trademark, Inc.
VISTANA SIGNATURE NETWORK	86/868215 07-Jan-2016	5167798 21-Mar-2017	36	Registered	VSE Trademark, Inc.