

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM514460

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement - ABL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Target Logistics Management, LLC		03/15/2019	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	901 Main Street		
Internal Address:	11th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4087529	WHEREVER YOU GO. WHATEVER IT TAKES.	
Registration Number:	4095970	TARGET LOGISTICS	
Registration Number:	4283163	TL MOBILE CREW CAMP	
Registration Number:	4285775	ECONOMICS OF COMFORT	
Registration Number:	4285820	TL	
Serial Number:	87840716	TARGET LODGING	
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:	042525-0180		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		

CH \$165.00 4087529

DATE SIGNED:	03/15/2019
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Total Attachments: 9

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Intellectual Property Security Agreement

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated as of March 15, 2019, is made by Target Logistics Management, LLC (the “**Grantor**”) in favor of Bank of America, N.A., as administrative agent and collateral agent (together with its successors in such capacities, the “**Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, the Grantor, Topaz Holdings LLC, Arrow Bidco, LLC, a Delaware limited liability company, and certain of its Subsidiaries have entered into an ABL Credit Agreement, dated as of March 15, 2019 (as amended, amended and restated, supplemented and otherwise modified from time to time, the “**Credit Agreement**”), with, inter alios, Bank of America, N.A., as Agent.

WHEREAS, the Grantor has entered into a Security and Pledge Agreement dated as of March 15, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) with the Agent. Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, pursuant to the terms of the Security Agreement, the Grantor has granted a security interest in, among other property, certain intellectual property of the Grantor to the Agent for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office and the United States Copyright Office (or any successor office or any similar office in any state or political subdivision), as applicable.

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

1. GRANT OF SECURITY

The Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of such Grantor’s right, title and interest in, to and under the following property, wherever located and whether now existing or hereafter arising or acquired from time to time (collectively, the “**Collateral**”):

- 1.1 all patents, patent applications, and certificates of inventions industrial designs set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Exhibit C to the Security Agreement (an “**IP Security Agreement Supplement**”), executed and delivered by such Grantor to the Agent from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions, amendments and re-examinations thereof, all inventions both described and claimed therein, and all rights therein provided by international treaties or conventions (the “**Patents**”);
- 1.2 all registrations and applications for trademarks, service mark, service marks, certification marks, collective marks, trade dress, slogans, logos, Internet domain names, product configurations, trade names, business names, corporate names and other source identifiers, whether or not registered, whether statutory or common law, whether currently in use or not, including, without limitation, all common law rights and registrations and applications for registration thereof, and all other marks registered in the U.S. Patent and Trademark Office, or in any office or agency of any state or territory of the United States or any foreign country (but excluding any intent-to-use

trademark application prior to the filing and acceptance of a Statement of Use or an Amendment to allege use in connection therewith to the extent that a valid security interest may not be taken in such an intent-to-use trademark application under applicable law), and all rights therein provided by international treaties or conventions or other applicable laws with respect to the use of any of the foregoing, all reissues, extensions, continuations and renewals and amendments of any of the foregoing, together in each case with the goodwill of the business connected therewith and symbolized thereby, and all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto set forth in Schedule B hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Agent from time to time) (the “**Trademarks**”);

- 1.3 all copyrights, copyright applications, copyright registrations and like protections in each work of authorship, whether statutory or under common law, whether published or unpublished, registered or recorded in the United States and all mask works (as such term is defined in 17 U.S.C. Section 901, et seq.), all rights and privileges arising under applicable law with respect to such copyrights, any renewals or extensions thereof, all copyrights of works derived from such copyrights, including, without limitation, the copyright registrations and copyright applications, together with all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Agent from time to time) (the “**Copyrights**”);
- 1.4 any and all payments, damages, claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- 1.5 to the extent not covered in Sections 1.1, 1.2, 1.3 and 1.4, all income, fees, royalties and proceeds (now or hereafter due and/or payable) of, collateral for and supporting obligations relating to, any and all of the foregoing.
- 1.6 Notwithstanding anything to the contrary contained above, the security interest created by this IP Security Agreement shall not extend to Excluded Assets.

2. RECORDATION

The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks, and any other government officer, as applicable, record this IP Security Agreement.

3. TERMINATION

Upon the latest of (a) the Full Payment of the Secured Obligations and (b) the termination or expiration of all Commitments under the Credit Agreement, the pledge, assignment and security interest granted hereby shall terminate and all rights to the Collateral shall revert to the Grantor.

4. EXECUTION IN COUNTERPARTS

This IP Security Agreement may be executed by one or more of the parties to this IP Security Agreement on any number of separate counterparts (including by facsimile or other electronic

imaging means), each of which shall constitute an original, but all of which when taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this IP Security Agreement by facsimile or other electronic transmission (e.g. "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart hereof.

5. GRANTS, RIGHTS AND REMEDIES

This IP Security Agreement 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 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 that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

6. GOVERNING LAW

THIS IP SECURITY AGREEMENT AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Remainder of page intentionally left blank.]

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

TARGET LOGISTICS MANAGEMENT, LLC

By: _____

Name: Narinder Sahai

Title: Treasurer & Senior Vice President

SCHEDULE A
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT



UNITED STATES PATENT REGISTRATIONS AND APPLICATIONS:

None.

SCHEDULE B
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

1. Trademark Registrations and Applications

Trademark	Application No.	Registration No.	Owner
WHEREVER YOU GO. WHATEVER IT TAKES	85341522	4087529	Target Logistics Management, LLC
TARGET LOGISTICS	85341488	4095970	Target Logistics Management, LLC
 MOBILE CREW CAMP	85709765	4283163	Target Logistics Management, LLC
ECONOMICS OF COMFORT	85650454	4285775	Target Logistics Management, LLC
	85651692	4285820	Target Logistics Management, LLC
TARGET LODGING	87840716		Target Logistics Management, LLC

2. Unregistered Trademarks

Signor Lodging
RL Signor Holdings, LLC

3. Domain Names

<u>Domain</u>	<u>Registrant</u>	<u>Expiration Date</u>
archerlodging.com	Target Logistics Management, LLC	1/22/2019
archerlodging.net	Target Logistics Management, LLC	1/22/2019
chardcamp.ca	Target Management Canada, Ltd.	12/6/2018
chardcamp.com	Target Logistics Management, LLC	12/6/2018
chardcamp.info	Target Logistics Management, LLC	12/6/2018
chardcamp.net	Target Logistics Management, LLC	12/6/2018
chardcampcatering.ca	Target Management Canada, Ltd.	12/6/2018
chardcampcatering.com	Target Logistics Management,	12/6/2018

	LLC	
chardcampcatering.net	Target Logistics Management, LLC	12/6/2018
cobaltlodging.com	Target Logistics Management, LLC	1/22/2019
cobaltlodging.net	Target Logistics Management, LLC	1/22/2019
ironhorseranch.biz	Target Logistics Management, LLC	1/31/2025
ironhorseranch.com	Target Logistics Management, LLC	1/8/2021
salientlodging.com	Target Logistics Management, LLC	1/22/2019
salientlodging.net	Target Logistics Management, LLC	1/22/2019
target-nd.com	Target Logistics Management, LLC	5/30/2019
target-suites.com	Target Logistics Management, LLC	5/30/2019
target-traveler.com	Target Logistics Management, LLC	5/30/2019
target-tx.com	Target Logistics Management, LLC	5/30/2019
targetlodge.com	Target Logistics Management, LLC	1/22/2019
targetlodge.net	Target Logistics Management, LLC	1/22/2019
targetlodging.com	Target Logistics Management, LLC	1/22/2019
targetlodging.net	Target Logistics Management, LLC	1/22/2019
targetlogistics.co	Target Logistics Management, LLC	2/9/2019
targetlogistics.net	Target Logistics Management, LLC	1/13/2019
targetsuites.com	Target Logistics Management, LLC	5/30/2022
targetsuites.net	Target Logistics Management, LLC	5/30/2019
targettraveler.com	Target Logistics Management, LLC	5/30/2018
targettraveler.net	Target Logistics Management, LLC	5/30/2018
vectorlodging.com	Target Logistics Management, LLC	1/22/2019
vectorlodging.net	Target Logistics Management, LLC	1/22/2019
Signorlodging.com	RL Signor Holdings, LLC	

4. Expired Domain Names

targettravelgroup.com
thetargetcompanies.com
targetlogistics.nl
targetlogistics.at
targetlogistics.be
targetlogistics.de
targetlogistics.it

SCHEDULE C
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

UNITED STATES COPYRIGHT REGISTRATIONS AND APPLICATIONS:

None.