

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548008

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
travAlliancemedi, LLC		11/04/2019	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Macquarie Capital Funding LLC, as collateral agent		
Street Address:	125 West 55th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4246693	AGENT STUDIO	
Registration Number:	3770114	AGENT@HOME	
Registration Number:	3263756	AGENT@HOME EXPO	
Registration Number:	3812286	HOTELREWARDS	
Registration Number:	4806643	HOTELREWARDS	
Registration Number:	4658490	MAGIC OF MEXICO	
Registration Number:	3789154	TRAVEL AGENT ACADEMY	
Registration Number:	3761671	TRAVEL PULSE	
Registration Number:	3772544	TRAVEL PULSE DAILY	
Registration Number:	4727861	TRAVVY	
Registration Number:	3361077	VACATION AGENT	
Registration Number:	3667966	VIRTUAL TRAVEL EVENTS	
Registration Number:	3361067	VIRTUAL TRAVEL SEMINARS	
Serial Number:	88052260	DRIVING INSPIRATION	
Serial Number:	88381096	TRAVFORUMS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			

CH \$390.00 4246693

Phone: 2136207848
Email: iprecordations@whitecase.com
Correspondent Name: Justine Lu/White & Case LLP
Address Line 1: 555 South Flower Street, 2700
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 1134682-0027-S216

NAME OF SUBMITTER: Justine Lu

SIGNATURE: /Justine Lu/

DATE SIGNED: 11/04/2019

Total Attachments: 6

source=Project Northstar - Intellectual Property Security Agreement (travAlliancemedi, LLC) [Executed]#page1.tif
source=Project Northstar - Intellectual Property Security Agreement (travAlliancemedi, LLC) [Executed]#page2.tif
source=Project Northstar - Intellectual Property Security Agreement (travAlliancemedi, LLC) [Executed]#page3.tif
source=Project Northstar - Intellectual Property Security Agreement (travAlliancemedi, LLC) [Executed]#page4.tif
source=Project Northstar - Intellectual Property Security Agreement (travAlliancemedi, LLC) [Executed]#page5.tif
source=Project Northstar - Intellectual Property Security Agreement (travAlliancemedi, LLC) [Executed]#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of November 4, 2019 between each of the signatories hereto (collectively, the “Grantor”) in favor of MACQUARIE CAPITAL FUNDING LLC, as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”) (as defined in the Pledge and Security Agreement referred to below). Capitalized terms used herein not otherwise defined herein has the meanings ascribed thereto in the Pledge and Security Agreement.

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of June 7, 2016 (as it may be amended, restated, supplemented and/or otherwise modified from time to time, the “Pledge and Security Agreement”), by and among the Grantor, the other grantors party thereto, the Initial Collateral and the Successor Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following:

(a) All United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, and other source identifiers of a like nature, all registrations and applications for any of the foregoing including, but not limited to those listed on Schedule 1 hereto and (i) all extensions or renewals of any of the foregoing, (ii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iii) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to the related goodwill, and (iv) all Proceeds of the foregoing, including royalties, income, payments, claims, damages, and proceeds of suit (collectively, “Trademarks”).

Section 2. Recordation. The Grantor authorizes and requests that the the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement


and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

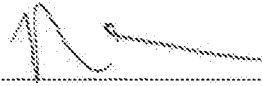
[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

TRAVALLIANCEMEDIA, LLC,
as Grantor

By:  _____
Name: Lisa Cohen
Title: Chief Financial Officer

MACQUARIE CAPITAL FUNDING LLC, as
Collateral Agent

By:  _____

Name:
Title: Mimi Shih
Authorized Signatory

By:  _____

Name:
Title: Ayesha Farooqi
Authorized Signatory

SCHEDULE I TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Grantor</u>	<u>Application No. & Filing Date</u>	<u>Registration No. & Issue Date</u>
AGENT STUDIO	U.S.A.	travAlliancemia, LLC	85/277225 Mar. 25, 2011	4246693 Nov. 20, 2012
AGENT@HOME	U.S.A.	travAlliancemia, LLC	77/687092 Mar. 10, 2009	3770114 Apr. 6, 2010
AGENT@HOME EXPO	U.S.A.	travAlliancemia, LLC	78/878822 May 8, 2006	3263756 July 10, 2007
HOTELREWARDS	U.S.A.	travAlliancemia, LLC	77/652067 Jan. 19, 2009	3812286 June 29, 2010
HOTELREWARDS & Design	U.S.A.	travAlliancemia, LLC	86/329939 July 7, 2014	4806643 Sept. 8, 2015
MAGIC OF MEXICO	U.S.A.	travAlliancemia, LLC	86/107765 Nov. 1, 2013	4658490 Dec. 23, 2014
TRAVEL AGENT ACADEMY	U.S.A.	travAlliancemia, LLC	77/524682 July 17, 2008	3789154 May 18, 2010
TRAVEL PULSE	U.S.A.	travAlliancemia, LLC	77/520001 July 11, 2008	3761671 Mar. 16, 2010
TRAVEL PULSE DAILY	U.S.A.	travAlliancemia, LLC	77/520009 July 11, 2008	3772544 Apr. 6, 2010

<u>Trademark</u>	<u>Country</u>	<u>Grantor</u>	<u>Application No. & Filing Date</u>	<u>Registration No. & Issue Date</u>
TRAVVY	U.S.A.	travAlliancemia, LLC	85/234483 Feb. 4, 2011	4727861 Apr. 28, 2015
VACATION AGENT	U.S.A.	travAlliancemia, LLC	77/077948 Jan. 8, 2007	3361077 Dec. 25, 2007
VIRTUAL TRAVEL EVENTS	U.S.A.	travAlliancemia, LLC	77/367087 Jan. 8, 2008	3667966 Aug. 11, 2009
VIRTUAL TRAVEL SEMINARS	U.S.A.	travAlliancemia, LLC	77/058988 Dec. 7, 2006	3361067 Dec. 25, 2007
Driving Inspiration	U.S.A.	travAlliancemia, LLC	88052260 July 25, 2018	(PENDING)
travFORUMS	U.S.A.	travAlliancemia, LLC	88381096 April 11, 2019	(PENDING)