

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562919

| | | | |
|---|---|-----------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Brightspark Travel, Inc. | | 02/20/2020 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Goldman Sachs Bank USA | | |
| Street Address: | 200 West Street | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10282 | | |
| Entity Type: | Bank: UNITED STATES | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4132446 | BRIGHTSPARK | |
| Registration Number: | 4238124 | BRIGHTSPARK | |
| Registration Number: | 3099515 | NATIONAL PERFORMING ARTS FESTIVAL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8009144240 | | |
| <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: | 800-713-0755 | | |
| Email: | Michael.Violet@wolterskluwer.com, ECarrera@cahill.com | | |
| Correspondent Name: | CT Corporation | | |
| Address Line 1: | 4400 Easton Commons Way | | |
| Address Line 2: | Suite 125 | | |
| Address Line 4: | Columbus, OHIO 43219 | | |
| NAME OF SUBMITTER: | Elaine Carrera | | |
| SIGNATURE: | /Elaine Carrera/ | | |
| DATE SIGNED: | 02/20/2020 | | |
| Total Attachments: 6 | | | |
| source=05. Plum - Trademark Security Agreement (Brightspark)#page1.tif | | | |
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Brightspark Travel, Inc.

- Individual(s)
- Partnership
- Corporation- State: DE
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) February 20, 2020

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Goldman Sachs Bank USA

Street Address: 200 West Street

City: New York

State: NY

Country: USA Zip: 10282

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
See Schedule I

B. Trademark Registration No.(s)
See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Elaine Carrera
Signature

February 20, 2020
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 20, 2020 (this “Agreement”), between BRIGHTSPARK TRAVEL, INC., a Delaware corporation (the “Grantor”), and GOLDMAN SACHS BANK USA, in its capacities as administrative agent and collateral agent for the Secured Parties under the Credit Agreement (as defined below) (in such capacities, the “Administrative Agent”).

WHEREAS, reference is made to (a) the Credit Agreement, dated as of December 15, 2017 (as amended by the First Amendment, dated as of July 31, 2018, the Second Amendment, dated as of November 4, 2019, and as further amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Lakeland Tours, LLC, a Delaware limited liability company (the “Borrower”), Lakeland Finance, LLC, a Delaware limited liability company (“Holdings”), the Lenders from time to time party thereto and the Administrative Agent, and (b) the Pledge and Security Agreement, dated as of December 15, 2017 (as supplemented by the Supplement No. 1, dated as of September 24, 2018, and as further amended, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Holdings, the Borrower, the other Grantors from time to time party thereto and the Administrative Agent;

WHEREAS, the Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, the Grantor is willing to execute and deliver this Agreement as consideration for such extensions of credit.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or, if not defined therein, the Credit Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby pledges and grants to the Administrative Agent, its successors and permitted assigns, on behalf of and for the benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in all of its right in, and title and interest to and under any Trademarks now owned or at any time hereafter acquired by the Grantor, including those listed on Schedule I hereto (the “Collateral”).

SECTION 3. Security Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 to this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart of this Agreement.

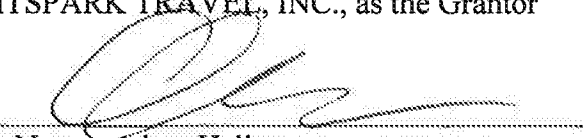
SECTION 5. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BRIGHTSPARK TRAVEL, INC., as the Grantor

by



Name: Adam Hall

Title: Chief Financial Officer

GOLDMAN SACHS BANK USA, as Administrative Agent

by

Name:

Title:

[Signature Page to Trademark Security Agreement]

[[5252556]]

TRADEMARK
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GOLDMAN SACHS BANK USA,
as Administrative Agent

By: 

Name:

Title:


Douglas Tansey
Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006867 FRAME: 0952

SCHEDULE I

Trademarks

| MARK | SERIAL NO. | REGISTRATION NO. | OWNER |
|---|------------|------------------|--------------------------|
| BRIGHTSPARK | 85042204 | 4132446 | Brightspark Travel, Inc. |
|  | 85041680 | 4238124 | Brightspark Travel, Inc. |
| NATIONAL PERFORMING ARTS FESTIVAL | 78572480 | 3099515 | Brightspark Travel, Inc. |

Trademark Applications

None

[[5252556]]