

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM562923

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Travel Turf, Inc.		02/20/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Goldman Sachs Bank USA		
<b>Street Address:</b>	200 West Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10282		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4146214	DANCE THE WORLD	
<b>Registration Number:</b>	5476428	DANCE THE WORLD	
<b>Registration Number:</b>	3249490	WORLD CLASS VACATIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera		
<b>SIGNATURE:</b>	/Elaine Carrera/		
<b>DATE SIGNED:</b>	02/20/2020		
<b>Total Attachments: 6</b>			
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 20, 2020 (this “Agreement”), between TRAVEL TURF, 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, and by 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.

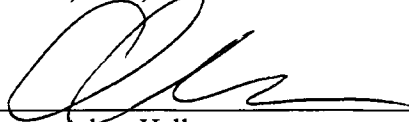
SECTION 5. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

*[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.

TRAVEL TURF, 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]*

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**TRADEMARK**  
**REEL: 006867 FRAME: 0965**

GOLDMAN SACHS BANK USA,  
as Administrative Agent

By: 

Name:

Title:



Douglas Tansey  
Authorized Signatory

*[Signature Page to Trademark Security Agreement]*


**TRADEMARK**  
**REEL: 006867 FRAME: 0966**

**SCHEDULE I**

**Trademarks**

<b>MARK</b>	<b>SERIAL NO.</b>	<b>REGISTRATION NO.</b>	<b>OWNER</b>
DANCE THE WORLD	85429344	4146214	Travel Turf, Inc. d/b/a World Class Vacations
	87265769	5476428	Travel Turf, Inc. d/b/a World Class Vacations
	78943405	3249490	Travel Turf, Inc. d/b/a World Class Vacations

**Trademark Applications**

<b>None</b>	<b>SERIAL NO.</b>	<b>APPLICATION DATE</b>	<b>OWNER</b>
WORLD CLASS VACATIONS	Pending	Pending	Travel Turf, Inc.
	Pending	Pending	Travel Turf, Inc.

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