

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM566414

<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>
vegas.com, LLC		03/10/2020	Limited Liability Company: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIT Bank, N.A., as Agent		
<b>Street Address:</b>	11 West 42nd Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3563361	THE OFFICIAL VEGAS TRAVEL SITE	
Registration Number:	3563363	THE OFFICIAL VEGAS TRAVEL SITE	
Registration Number:	3563362	THE OFFICIAL VEGAS TRAVEL SITE	
Registration Number:	3668250	VEGAS 2 GO	
Registration Number:	3629772	VEGAS.COM	
Registration Number:	3182943	VEGAS.COM	
Registration Number:	3173474	VEGAS.COM	
Registration Number:	3629770	VEGAS.COM	
Registration Number:	3200635	VEGAS.COM	
Registration Number:	4743678	V	
Registration Number:	4743677	V	
Registration Number:	4723760	DROP WATCH	
Registration Number:	4723759	DROP WATCH	
Registration Number:	4531057	THE OFFICIAL VEGAS TRAVEL APP	
Registration Number:	4519443	THE OFFICIAL VEGAS MOBILE SITE	
Registration Number:	3884562	VEGAS INSIDER CARD	
Registration Number:	5348439	V	
Registration Number:	5519808	VEGAS FROM THE INSIDE	
Registration Number:	5481296	VEGAS FROM THE INSIDE	

TRADEMARK

<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Registration Number:</b>	5519809	VEGAS FROM THE INSIDE

**CORRESPONDENCE DATA**

**Fax Number:** 8009144240  
*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:** 800-713-0755  
**Email:** Trevor.Harris@wolterskluwer.com  
**Correspondent Name:** CT Corporation  
**Address Line 1:** 4400 Easton Commons Way  
**Address Line 2:** Suite 125  
**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Roger S. Chari
<b>SIGNATURE:</b>	/Roger S. Chari/
<b>DATE SIGNED:</b>	03/11/2020

**Total Attachments: 6**  
source=Trademark Security Agreement Filing - vegas.com, LLC (EXECUTED)#page1.tif  
source=Trademark Security Agreement Filing - vegas.com, LLC (EXECUTED)#page2.tif  
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source=Trademark Security Agreement Filing - vegas.com, LLC (EXECUTED)#page6.tif

## 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):

vegas.com, LLC

- ☐ Individual(s) ☐ Association  
☐ Partnership ☐ Limited Partnership  
☐ Corporation- State: \_\_\_\_\_  
☒ Other Limited Liability Company \_\_\_\_\_

Citizenship (see guidelines) Nevada

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) March 10, 2020

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: CIT Bank, N.A., as Agent

Street Address: 11 West 42nd Street

City: New York

State: New York

Country: USA Zip: 10036

- ☐ Individual(s) Citizenship \_\_\_\_\_  
☐ Association Citizenship \_\_\_\_\_  
☐ Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
☒ Other Bank Citizenship US

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

B. Trademark Registration No.(s)

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: \_\_\_\_\_

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Docket Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

### 6. Total number of applications and registrations involved:

20

### 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:

Signature

March 10, 2020

Date

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  
REEL: 006888 FRAME: 0311

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("**Trademark Security Agreement**"), dated as of March 10, 2020, is made by VEGAS.COM, LLC ("Grantor") in favor of CIT BANK, N.A., as Agent (the "Agent").

WHEREAS, VDC Holdco, LLC (the "Borrower") has entered into a Credit Agreement, dated as of the date hereof (as amended or otherwise modified from time to time, the "Credit Agreement") with certain lenders and Agent, as agent for such lenders and certain other secured parties (the "Secured Parties").

WHEREAS, as a condition precedent to the making of the loans under the Credit Agreement, Grantor has executed that certain Guaranty and Security Agreement, dated as of the date hereof, among grantor and certain other pledgors in favor of Agent (as amended or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the Security Agreement, Grantor has granted to agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of Grantor, and has agreed 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, the parties agree as follows:

1. Grant of Security. Grantor hereby pledges and grants to Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the "**Trademark Collateral**"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the "**Trademarks**"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by Agent.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Trademark Collateral are as provided by the Credit Agreement, the Security Agreement, and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security 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 to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

Execution Version

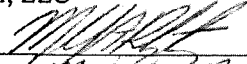
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

VEGAS.COM, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

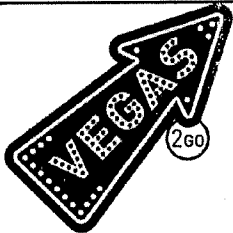


  
Michael A. Richards  
C.E.O.


[Signature Page to Trademark Security Agreement – VEGAS.COM, LLC]

# SCHEDULE 1

## TRADEMARKS

### Trademark Registrations

Loan Party	Trademark	Country	Registration Number
<u>vegas.com</u> , LLC	THE OFFICIAL VEGAS TRAVEL SITE	US	3563361
<u>vegas.com</u> , LLC	THE OFFICIAL VEGAS TRAVEL SITE	US	3563363
<u>vegas.com</u> , LLC	THE OFFICIAL VEGAS TRAVEL SITE	US	3563362
<u>vegas.com</u> , LLC		US	3668250
<u>vegas.com</u> , LLC	<u>VEGAS.COM</u>	US	3629772
<u>vegas.com</u> , LLC	<u>VEGAS.COM</u>	US	3182943
<u>vegas.com</u> , LLC	<u>VEGAS.COM</u>	US	3173474
<u>vegas.com</u> , LLC	<u>VEGAS.COM</u>	US	3629770
<u>vegas.com</u> , LLC	<u>VEGAS.COM</u>	US	3200635
<u>vegas.com</u> , LLC		US	4743678
<u>vegas.com</u> , LLC		US	4743677
<u>vegas.com</u> , LLC	DROP WATCH	US	4723760
<u>vegas.com</u> , LLC	DROP WATCH	US	4723759
<u>vegas.com</u> , LLC	THE OFFICIAL VEGAS TRAVEL APP	US	4531057

<u>vegas.com</u> , LLC	THE OFFICIAL VEGAS MOBILE SITE	US	4519443
<u>vegas.com</u> , LLC	VEGAS INSIDER CARD	US	3884562
<u>vegas.com</u> , LLC		US	5,348,439
<u>vegas.com</u> , LLC	VEGAS FROM THE INSIDE	US	5,519,808
<u>vegas.com</u> , LLC	VEGAS FROM THE INSIDE	US	5,481,296
<u>vegas.com</u> , LLC	VEGAS FROM THE INSIDE	US	5,519,809