

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM574902

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SMARTER TRAVEL MEDIA LLC		05/05/2020	Limited Liability Company: NEVADA
TRIPADVISOR LLC		05/05/2020	Limited Liability Company: DELAWARE
VIATOR, INC.		05/05/2020	Corporation: DELAWARE
TRIPADVISOR, INC.		05/05/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., as Administrative Agent		
<b>Street Address:</b>	4 CHASE METROTECH CENTER		
<b>City:</b>	BROOKLYN		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11245-0001		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 63</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2966035	BOOKINGBUDDY	
<b>Registration Number:</b>	2969377	BOOKINGBUDDY	
<b>Registration Number:</b>	3460483	BOOKINGBUDDY	
<b>Registration Number:</b>	3466396	BOOKINGBUDDY	
<b>Registration Number:</b>	5023226	HOTELWATCHDOG	
<b>Registration Number:</b>	3781664	SMARTER TRAVEL	
<b>Registration Number:</b>	3751002	SMARTER TRAVEL	
<b>Registration Number:</b>	3230829	SMARTERTRAVEL	
<b>Registration Number:</b>	4271538	TINGO	
<b>Registration Number:</b>	4271539	TINGO	
<b>Registration Number:</b>	3684855	TRAVEL SEARCH MADE SIMPLE	
<b>Registration Number:</b>	3788199		
<b>Registration Number:</b>	5832722	WHAT TO PACK	
<b>Registration Number:</b>	3803704	AIRFAREWATCHDOG	
<b>Registration Number:</b>	3028451	ONETIME	

OP \$1590.00 2966035

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2379379	TYZO.COM
Registration Number:	5082535	
Registration Number:	5082534	
Registration Number:	5082533	
Registration Number:	5082532	
Registration Number:	5322527	CERTIFICATE OF EXCELLENCE TRIPADVISOR
Registration Number:	3958204	CITIES I'VE VISITED
Registration Number:	3327029	GET THE TRUTH. THEN GO.
Registration Number:	4054458	HOLIDAY WATCHDOG
Registration Number:	5295105	KNOW BETTER BOOK BETTER GO BETTER
Registration Number:	5493158	KNOW BETTER. BOOK BETTER. GO BETTER.
Registration Number:	4531586	LOCAL PICKS
Registration Number:	3198636	
Registration Number:	3168738	
Registration Number:	3290160	
Registration Number:	5030463	
Registration Number:	3193335	SEATGURU
Registration Number:	5797128	
Registration Number:	3902859	THE PEOPLE BEHIND THE PLACES
Registration Number:	4672854	THE PEOPLE BEHIND THE PLACES
Registration Number:	4586955	TINY POST
Registration Number:	3357722	TRAVELERS' CHOICE
Registration Number:	4722376	TRAVELERS' CHOICE
Registration Number:	4830512	TRAVELERS' CHOICE TRIPADVISOR
Registration Number:	3171193	TRIPADVISOR
Registration Number:	4454774	TRIPADVISOR
Registration Number:	4612678	TRIPADVISOR
Registration Number:	2727627	TRIPADVISOR
Registration Number:	5817448	TRIPADVISOR EXPERIENCES
Registration Number:	5824493	TRIPADVISOR EXPERIENCES
Registration Number:	4507655	TRIPADVISOR GREENLEADERS
Registration Number:	3309844	TRIPADVISOR INSIDE
Registration Number:	5355904	TRIPADVISOR RENTALS
Registration Number:	4591153	TRIPBAROMETER
Registration Number:	5306655	TRIPCOLLECTIVE
Registration Number:	4646330	TRIPCONNECT
Registration Number:	3873387	TRIPWOW
Registration Number:	2361134	VACATIONSPOT.COM

Property Type	Number	Word Mark
Registration Number:	2316011	VIRTUAL TOURIST
Registration Number:	5008217	VIRTUALTOURIST
Registration Number:	4502972	YOUR JOURNEY MATTERS
Registration Number:	3789091	TRAVELER IQ CHALLENGE
Registration Number:	4546178	TRAVEL WITH AN INSIDER
Registration Number:	4760730	V
Registration Number:	3398573	VIATOR
Serial Number:	88684355	MISTER OLLIE
Serial Number:	88684353	MR. OLLIE
Serial Number:	88399828	SHIP-TINERARY

#### CORRESPONDENCE DATA

**Fax Number:**

*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:** 800-494-5225

**Email:** ipteam@coagencyglobal.com

**Correspondent Name:** Stewart Walsh

**Address Line 1:** 1025 Vermont Ave NW, Suite 1130

**Address Line 2:** COGENCY GLOBAL Inc.

**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	1217604
<b>NAME OF SUBMITTER:</b>	MACKENZIE KORF
<b>SIGNATURE:</b>	/MACKENZIE KORF/
<b>DATE SIGNED:</b>	05/05/2020

#### Total Attachments: 12

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PATENT AND TRADEMARK SECURITY AGREEMENT dated as of May 5, 2020 (this “Agreement”), among TRIPADVISOR, INC., a Delaware corporation, the other GRANTORS from time to time party hereto and JPMORGAN CHASE BANK, N.A., as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of June 26, 2015 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among TripAdvisor, Inc., a Delaware corporation (“Parent”), TripAdvisor Holdings, LLC, a Massachusetts limited liability company, TripAdvisor LLC, a Delaware limited liability company, the other Borrowers from time to time party thereto, the Lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent and London Agent, and (b) the Collateral Agreement referred to therein. The Lenders and Issuing Banks have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement.

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment and performance in full of the Secured Obligations, each Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the “Patent and Trademark Collateral”):

(a) (i) all letters patent of the United States of America or the equivalent thereof in any other country, all registrations and recordings thereof and all applications for letters patent of the United States of America or the equivalent thereof in any other country or any political subdivision thereof, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country or any political subdivision thereof, including, in the case of any Grantor, any of the foregoing set forth under its name on Schedule I hereto, and (ii) all reissues, continuations, divisionals, continuations-in-part, reexaminations, supplemental examinations, inter partes reviews, renewals, adjustments or extensions thereof, and the inventions disclosed or claimed therein; and

(b) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, global top level domain names, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registrations and pending applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar office in any State of the United States of America or any other country or any political subdivision thereof, all extensions or renewals thereof, and all common law rights related thereto, including, in the case of any Grantor, any of the foregoing set forth under

its name on Schedule II hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill;

in each case, other than any such asset if, to the extent and for so long as such asset does not, pursuant to the final proviso of Section 3.01(a) of the Collateral Agreement, constitute Article 9 Collateral.

SECTION 3. Intellectual Property License. Pursuant to the Collateral Agreement, for the purpose of enabling the Administrative Agent to exercise rights and remedies under Article IV of the Collateral Agreement at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, an irrevocable, nonexclusive perpetual license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sublicense any of the Article 9 Collateral consisting of Intellectual Property owned as of the date of the Collateral Agreement or thereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof, and, to the extent permitted by applicable law, the right to prosecute and maintain all Intellectual Property and the right to sue for infringement of the Intellectual Property.

SECTION 4. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance of, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent and Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. 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 of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. Incorporation by Reference. The provisions of Sections 5.02, 5.04, 5.06, 5.09 and 5.10 of the Collateral Agreement are hereby incorporated by reference herein as if set forth in full force herein, mutatis mutandis.

[Signature Pages Follow]

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

TRIPADVISOR, INC.

By:

DocuSigned by:



Name: Ernst Teunissen

Title: Treasurer

TRIPADVISOR LLC

By:

DocuSigned by:



Name: Ernst Teunissen

Title: Manager and Treasurer

SMARTER TRAVEL MEDIA LLC

By:

DocuSigned by:



Name: Ernst Teunissen

Title: Manager and Treasurer

VIATOR, INC.

By:

DocuSigned by:



Name: Ernst Teunissen

Title: Director and Treasurer

[SIGNATURE PAGE TO PATENT & TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
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JPMORGAN CHASE BANK, N.A., as  
the Administrative Agent

by   
**Bruce S. Borden**  
Executive Director

[SIGNATURE PAGE TO PATENT & TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006930 FRAME: 0726**

SCHEDULE I

U.S. PATENTS OWNED BY TRIPADVISOR LLC






Registered Owner	Title of Patent	Country	Application Number/ Filing Date	Patent Number/Issue Date
TripAdvisor LLC	Logo-enabled interactive map integrating social networking applications	UNITED STATES	US14919682A 10/21/2015	US10198781B2 2/5/2019
TripAdvisor LLC	Logo-enabled interactive map integrating social networking applications	UNITED STATES	US13907906A 6/1/2013	US9194713B2 11/24/2015



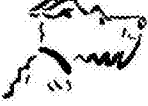

SCHEDULE II

U.S. TRADEMARKS OWNED BY SMARTER TRAVEL MEDIA LLC

Registered Trademarks/Trademark Applications

REGISTERED OWNER	TRADEMARK	COUNTRY	APP #	REG/APP DATE	REG #
Smarter Travel Media LLC	BOOKINGBUDDY	UNITED STATES	76/582,413	07/12/2005	2,966,035
Smarter Travel Media LLC	BOOKINGBUDDY	UNITED STATES	76/564,666	07/19/2005	2,969,377
Smarter Travel Media LLC	BOOKINGBUDDY & Design (Black & White) 	UNITED STATES	77/175,423	07/08/2008	3,460,483
Smarter Travel Media LLC	BOOKINGBUDDY & Design (Color) 	UNITED STATES	77/305,977	07/15/2008	3,466,396
Smarter Travel Media LLC	HOTELWATCHDOG	UNITED STATES	86/450,926	08/16/2016	5,023,226
Smarter Travel Media LLC	SMARTER TRAVEL & Design 	UNITED STATES	77/362,586	04/27/2010	3,781,664
Smarter Travel Media LLC	SMARTER TRAVEL & Design 	UNITED STATES	77/175,439	02/23/2010	3,751,002
Smarter Travel Media LLC	SMARTERTRAVEL	UNITED STATES	78/526,677	04/17/2007	3,230,829
Smarter Travel Media LLC	TINGO	UNITED STATES	85/624,536	01/08/2013	4,271,538
Smarter Travel Media LLC	TINGO & Design 	UNITED STATES	85/624,538	01/08/2013	4,271,539
Smarter Travel Media LLC	TRAVEL SEARCH MADE SIMPLE	UNITED STATES	77/175,393	09/22/2009	3,684,855






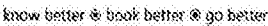
Schedule II to  
Patent & Trademark Security Agreement

REGISTERED OWNER	TRADEMARK	COUNTRY	APP #	REG/APP DATE	REG #
Smarter Travel Media LLC	WATCHDOG Design (Airedale) 	UNITED STATES	77/614,028	05/11/2010	3,788,199
Smarter Travel Media LLC	WHAT TO PACK & Suitcase Design (B/W) 	UNITED STATES	88/246,895	08/13/2019	5,832,722
Smarter Travel Media LLC	AIRFAREWATCHDOG	UNITED STATES	77/427,316	06/15/2010	3,803,704
Smarter Travel Media LLC	ONETIME	UNITED STATES	78/502,502	12/13/2005	3,028,451
Smarter Travel Media LLC	TYZO.COM	UNITED STATES	75/786,451	08/22/2000	2,379,379






Schedule II to  
Patent & Trademark Security Agreement

U.S. TRADEMARKS OWNED BY TRIPADVISOR LLC

Registered Trademarks/Trademark Applications

REGISTERED OWNER	TRADEMARK	COUNTRY	APP #	REG/APP DATE	REG #
TripAdvisor LLC	3 Bubbles Design (Black & White) 	UNITED STATES	86/073,188	11/15/2016	5,082,535
TripAdvisor LLC	3 Bubbles Design (Color) 	UNITED STATES	86/073,185	11/15/2016	5,082,534
TripAdvisor LLC	5 Bubbles Design (Black & White) 	UNITED STATES	86/073,176	11/15/2016	5,082,533
TripAdvisor LLC	5 Bubbles Design (Color) 	UNITED STATES	86/073,132	11/15/2016	5,082,532
TripAdvisor LLC	CERTIFICATE OF EXCELLENCE TRIPADVISOR & OWL Design (color) 	UNITED STATES	87/368,992	10/31/2017	5,322,527
TripAdvisor LLC	CITIES I'VE VISITED	UNITED STATES	77/538,229	05/10/2011	3,958,204
TripAdvisor LLC	GET THE TRUTH. THEN GO.	UNITED STATES	78/780,400	10/30/2007	3,327,029
TripAdvisor LLC	HOLIDAY WATCHDOG	UNITED STATES	77/947,944	11/15/2011	4,054,458
TripAdvisor LLC	KNOW BETTER BOOK BETTER GO BETTER & Design 	UNITED STATES	87/324,417	09/26/2017	5,295,105
TripAdvisor LLC	KNOW BETTER. BOOK BETTER. GO BETTER.	UNITED STATES	87/324,410	06/12/2018	5,493,158

Schedule II to  
Patent & Trademark Security Agreement

REGISTERED OWNER	TRADEMARK	COUNTRY	APP #	REG/APP DATE	REG #
TripAdvisor LLC	LOCAL PICKS & Design 	UNITED STATES	85/653,168	05/20/2014	4,531,586
TripAdvisor LLC	LOGO (THREE SEATS) 	UNITED STATES	78/827,989	01/16/2007	3,198,636
TripAdvisor LLC	MISTER OLLIE	UNITED STATES	88/684,355	11/07/2019	N/A
TripAdvisor LLC	MR. OLLIE	UNITED STATES	88/684,353	11/07/2019	N/A
TripAdvisor LLC	Owl Design (Black & White) 	UNITED STATES	78/800,582	11/07/2006	3,168,738
TripAdvisor LLC	Owl Design (Color) 	UNITED STATES	77/074,432	09/11/2007	3,290,160
TripAdvisor LLC	Owl Design (Color) 	UNITED STATES	86/831,598	08/30/2016	5,030,463
TripAdvisor LLC	SEATGURU	UNITED STATES	78/819,443	01/02/2007	3,193,335
TripAdvisor LLC	SENSORY MARK	UNITED STATES	87/890,058	07/09/2019	5,797,128
TripAdvisor LLC	SHIP-TINERARY	UNITED STATES	88/399,828	04/24/2019	N/A
TripAdvisor LLC	STRIP ADVISOR	UNITED STATES	E0359862014-4	07/11/2014	E0359862014-4
TripAdvisor LLC	THE PEOPLE BEHIND THE PLACES	UNITED STATES	77/896,678	01/11/2011	3,902,859
TripAdvisor LLC	THE PEOPLE BEHIND THE PLACES	UNITED STATES	86/121,242	01/13/2015	4,672,854
TripAdvisor LLC	TINY POST	UNITED STATES	85/934,470	08/19/2014	4,586,955
TripAdvisor LLC	TRAVELERS' CHOICE	UNITED STATES	78/855,628	12/18/2007	3,357,722

Schedule II to  
Patent & Trademark Security Agreement

REGISTERED OWNER	TRADEMARK	COUNTRY	APP #	REG/APP DATE	REG #
TripAdvisor LLC	TRAVELERS' CHOICE	UNITED STATES	86/209,218	04/21/2015	4,722,376
TripAdvisor LLC	TRAVELERS' CHOICE TRIPADVISOR & Design (black & white) 	UNITED STATES	86/524,510	10/13/2015	4,830,512
TripAdvisor LLC	TRIPADVISOR	UNITED STATES	78/765,404	11/14/2006	3,171,193
TripAdvisor LLC	TRIPADVISOR	UNITED STATES	85/928,288	12/24/2013	4,454,774
TripAdvisor LLC	TRIPADVISOR	UNITED STATES	86/124,245	09/30/2014	4,612,678
TripAdvisor LLC	TRIPADVISOR & Design (Black & White) 	UNITED STATES	76/092,740	06/17/2003	2,727,627
TripAdvisor LLC	TRIPADVISOR EXPERIENCES	UNITED STATES	87/943,290	07/30/2019	5,817,448
TripAdvisor LLC	TRIPADVISOR EXPERIENCES (Stylized) & Owl Design	UNITED STATES	88/024,676	08/06/2019	5,824,493
TripAdvisor LLC	TRIPADVISOR GREENLEADERS	UNITED STATES	85/877,435	04/01/2014	4,507,655
TripAdvisor LLC	TRIPADVISOR INSIDE	UNITED STATES	78/910,413	10/09/2007	3,309,844
TripAdvisor LLC	TRIPADVISOR RENTALS	UNITED STATES	87/053,135	12/12/2017	5,355,904
TripAdvisor LLC	TRIPBAROMETER	UNITED STATES	85/890,716	08/26/2014	4,591,153
TripAdvisor LLC	TRIPCOLLECTIVE	UNITED STATES	87/398,767	10/10/2017	5,306,655
TripAdvisor LLC	TRIPCONNECT	UNITED STATES	86/061,290	11/25/2014	4,646,330
TripAdvisor LLC	TRIPWOW	UNITED STATES	85/004,422	11/09/2010	3,873,387
TripAdvisor LLC	VACATIONSPOT.COM	UNITED STATES	75/415,223	06/27/2000	2,361,134
TripAdvisor LLC	VIRTUAL TOURIST	UNITED STATES	75/575,044	02/08/2000	2,316,011
TripAdvisor LLC	VIRTUALTOURIST	UNITED STATES	86/911,990	07/26/2016	5,008,217
TripAdvisor LLC	YOUR JOURNEY MATTERS	UNITED STATES	85/827,169	03/25/2014	4,502,972

Schedule II to  
Patent & Trademark Security Agreement

U.S. TRADEMARKS OWNED BY TRIPADVISOR, INC.


Registered Trademarks/Trademark Applications

REGISTERED OWNER	TRADEMARK	COUNTRY	APP #	REG/APP DATE	REG #
TripAdvisor, Inc.	TRIPADVISOR	UNITED STATES	77/344,530	05/18/2010	3,789,091

Schedule II to  
Patent & Trademark Security Agreement

U.S. TRADEMARKS OWNED BY VIATOR, INC.

Registered Trademarks/Trademark Applications

REGISTERED OWNER	TRADEMARK	COUNTRY	APP #	REG/APP DATE	REG #
Viator, Inc.	TRAVEL WITH AN INSIDER	UNITED STATES	85/883,634	06/10/2014	4,546,178
Viator, Inc.	V & Design 	UNITED STATES	85/883,642	06/23/2015	4,760,730
Viator, Inc.	VIATOR	UNITED STATES	78/931,291	03/18/2008	3,398,573