

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM583007

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Scheduled Airlines Traffic Offices, LLC		06/17/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lloyds Bank plc, as Agent		
<b>Street Address:</b>	Level 3, Fountainbridge Wing, New Uberior House, 11 Earl Grey Street		
<b>City:</b>	Edinburgh		
<b>State/Country:</b>			
<b>Postal Code:</b>	EH3 9BN		
<b>Entity Type:</b>	Public Limited Company: ENGLAND AND WALES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1766257	SATO	
<b>Registration Number:</b>	2690293	SATOTRAVEL	
<b>Registration Number:</b>	4835995	SATO VACATIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138918763		
<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>Email:</b>	rhonda.deleon@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	355 South Grand Avenue		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071-1560		
<b>ATTORNEY DOCKET NUMBER:</b>	030385-8305		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>SIGNATURE:</b>	/Rhonda DeLeon/		
<b>DATE SIGNED:</b>	06/24/2020		
<b>Total Attachments: 8</b>			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "IP Security Agreement") dated as of June 17, 2020, is made by each of SCHEDULED AIRLINES TRAFFIC OFFICES, LLC and CWT US, LLC (each of the foregoing, a "Grantor" and collectively, the "Grantors"), in favor of LLOYDS BANK PLC, as agent (the "Agent"). Terms used and not otherwise defined herein shall have the meaning set forth in the Collateral Agreement (as defined below).

WHEREAS, the Grantors have entered into that certain revolving credit facilities agreement dated December 5, 2016, with Agent and the other parties thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Revolving Credit Facility");

WHEREAS, the Grantors have entered into that certain senior secured note indenture dated December 16, 2016, with Agent and the other parties thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Senior Secured Indenture");

WHEREAS, the Grantors have entered into that certain Intercreditor Agreement, dated December 16, 2016, with Agent and the other parties thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement");

WHEREAS, in connection with the Revolving Credit Facility, Senior Secured Indenture and Intercreditor Agreement, the Grantors have executed and delivered that certain Collateral Agreement, dated December 16, 2016, with the Agent and the other parties thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"); and

WHEREAS, under the terms of the Collateral Agreement, the Grantors have granted to the Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed pursuant to the Collateral Agreement to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and the U.S. Copyright Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby assigns and transfers to the Agent, and hereby grants to the Agent for the benefit of the Secured Parties, a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "IP Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) (i) all foreign and domestic copyrights, whether registered or unregistered and whether published or unpublished, all registrations thereof, and all applications in connection therewith, including, without limitation, those listed in Schedule I, (ii) all extensions and renewals thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto, and (iv) all other rights of any kind accruing thereunder or pertaining thereto (clauses (i)-(iv) collectively, the "Copyrights");

(b) any written agreement naming any Grantor as licensor or licensee (including, without limitation, those listed in Schedule I), granting any right under any Copyright, including, without

limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright;

(c) (i) all domestic and foreign patents and patent applications, including, without limitation, any of the foregoing referred to in Schedule II, and all certificates of invention or similar property rights, (ii) all inventions and improvements described and claimed therein, (iii) all divisions, continuations, continuations-in-part, substitutes, renewals and extensions thereof, including, without limitation, any of the foregoing referred to in Schedule II, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto, and (v) all other rights of any kind whatsoever accruing thereunder or pertaining thereto (clauses (i) – (iv) collectively, the “Patents”);

(d) all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in Schedule II;

(e) (i) all domestic and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations thereof and all applications in connection therewith, any renewals thereof, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule III, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto, and (iii) all other rights of any kind whatsoever accruing thereunder or pertaining thereto (clauses (i) – (iii) collectively, the “Trademarks”); provided, however, that Trademarks and IP Collateral shall not include any Excluded Assets, including any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 19(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law; and

(f) any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule III.

SECTION 2. Security Agreement. The grant of a security interest in the IP Collateral by the Grantors under this IP Security Agreement is granted in conjunction with the security interests granted to the Agent pursuant to the Collateral Agreement and is subject to the terms and limitations set forth therein. The Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 3. Recordation. The Grantors authorize and request that the Register of Copyrights of the U.S. Copyright Office, the Commissioner for Patents of the U.S. Patent and Trademark Office, and the Commissioner for Trademarks of the U.S. Patent and Trademark Office and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed by one or more of the parties to this IP Security Agreement on any number of separate counterparts

(including by telecopy or electronic transmission (including “pdf”)), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

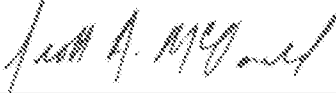
SECTION 5. Electronic Signatures. The parties may sign this IP Security Agreement and any other Finance Document and transmit the executed copies thereof by electronic means, including facsimile or noneditable \*.pdf files. The electronic copy of the executed IP Security Agreement and of any other Finance Document is and shall be deemed an original signature for purposes of this IP Security Agreement, as the case may be. The words “execution,” “execute,” “signed,” “signature,” “delivery,” and words of like import in or relating to any document to be signed in connection with IP Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Agent, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in and interpreted in accordance with, the law of the state of New York without regard to conflicts of law rules that would result in the application of a different governing law (other than any mandatory provisions of the UCC relating to the law governing perfection and effect of perfection of the security interests).

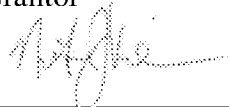
*[Signatures pages to follow]*

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

CWT US, LLC, as a Grantor

By:   
Name: Scott McDonald  
Title: Director and officer

SCHEDULED AIRLINES TRAFFIC OFFICES,  
LLC, as a Grantor

By:   
Name: Nick Vournakis  
Title: Director and officer

LLOYDS BANK PLC, as Security Agent

By:   
Name: JENNIFER ESPINER  
Title: ASSOCIATE DIRECTOR

[Signature page — Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 006979 FRAME: 0393**

Schedule I

Copyright Registrations and Applications

None.



Schedule II

Patents and Patent Applications

<b>Grantor</b>	<b>Title</b>	<b>Filing Date/ Issued Date</b>	<b>Status</b>	<b>Application No.</b>	<b>Patent No.</b>
CWT US, LLC	System and method for determining the origin and destination services of a travel itinerary	2006-09-05/ United States	Granted	09603969	7103558

Schedule III

Trademark Registrations and Applications

<b>Grantor</b>	<b>Trademark Name</b>	<b>Filing Date/ Issued Date/ Jurisdiction</b>	<b>Status</b>	<b>Registration No.</b>
Scheduled Airlines Traffic Offices, LLC	SATO	1993-04-20/ United States	Registered	1766257
Scheduled Airlines Traffic Offices, LLC	SATO TRAVEL	2003-02-25/ United States	Registered	2690293
Scheduled Airlines Traffic Offices, LLC	SATO VACATIONS	2015-10-20/ United States	Registered	4835995