

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM589375

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brightspark Travel, Inc.		07/29/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Lending Partners LLC, as Agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85042204	BRIGHTSPARK	
Serial Number:	85041680	BRIGHTSPARK	
Serial Number:	78572480	NATIONAL PERFORMING ARTS FESTIVAL	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	885 THIRD AVE		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	049277-0243		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	07/30/2020		
Total Attachments: 8			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of July 29, 2020 (this “Agreement”), among BRIGHTSPARK TRAVEL, INC., EXPLORICA INC., WORLDSTRIDES INTERNATIONAL, LLC, INTERNATIONAL STUDIES ABROAD, LLC, LAKELAND FINANCE, LLC, LAKELAND TOURS, LLC, LEADERSHIP PLATFORM ACQUISITION CORPORATION, OXBRIDGE ACADEMIC RESOURCES, LLC, TRAVEL TURF, INC. (each a “Grantor”) and GOLDMAN SACHS LENDING PARTNERS LLC, in its capacities as administrative agent and collateral agent for the Secured Parties under the DIP Loan Agreement (as defined below) (in such capacities, the “Administrative Agent”).

WHEREAS, reference is made to (a) the Senior Secured Super-Priority Debtor-in-Possession Term Loan Agreement, dated as of July 29, 2020 (as amended, amended and restated, restated, supplemented or otherwise modified from time to time, the “DIP Loan Agreement”), by and among LAKELAND TOURS, LLC, a Delaware limited liability company and a Debtor and a Debtor-in-Possession (the “Borrower”), LAKELAND FINANCE, LLC, a Delaware limited liability company and a Debtor and a Debtor-in-Possession (“Holdings”), the Lenders from time to time party thereto, the Administrative Agent and Goldman Sachs Lending Partners LLC and BNP Paribas, as Pre-Petition Issuing Banks, and (b) the Super-Priority Debtor-in-Possession Pledge and Security Agreement dated as of July 29, 2020 (the “Security Agreement”), by and among Holdings, the Borrower, the Subsidiary Parties 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 DIP Loan Agreement; and

WHEREAS, each 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 DIP Loan 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, each 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 such 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. Each 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, EXCEPT TO THE EXTENT THE LAW OF THE STATE OF NEW YORK IS SUPERSEDED BY THE BANKRUPTCY CODE.

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

WORLDSTRIDES INTERNATIONAL, LLC
LAKELAND FINANCE, LLC
LAKELAND TOURS, LLC
BRIGHTSPARK TRAVEL, INC.
EXPLORICA INC.
INTERNATIONAL STUDIES ABROAD, LLC
LEADERSHIP PLATFORM ACQUISITION
CORPORATION
OXBRIDGE ACADEMIC RESOURCES, LLC
TRAVEL TURF, INC.

each, as a Grantor







By: 
Name: Robert Gogel
Title: Chief Executive Officer









[Signature Page to Trademark Security Agreement]





GOLDMAN SACHS LENDING PARTNERS
LLC, as Administrative Agent

By: _____
Name: _____
Title: _____

SCHEDULE I






Trademark	Application Number	Registration Number	Reg. Date	Owner
BRIGHTSPARK	85042204	4132446	24-APR-2012	Brightspark Travel, Inc.
BRIGHTSPARK 	85041680	4238124	06-NOV-2012	Brightspark Travel, Inc.
NATIONAL PERFORMING ARTS FESTIVAL	78572480	3099515	30-MAY-2006	Brightspark Travel, Inc.
TOUR CENTER	85000714	3873140	09-NOV-2010	Explorica Inc.
E 	77830804	3945290	12-APR-2011	Explorica Inc.
EXPLORICA 	77830802	3859225	12-OCT-2010	Explorica Inc.
EXPLORICA	76109557	2732669	01-JUL-2003	Explorica Inc.
THE EXPERIENCE IS EVERYTHING	85053749	3907565	18-JAN-2011	Explorica Inc.
TOUR DIARY	76183716	2743226	29-JUL-2003	Explorica Inc.
TRAVEL. LEARN.	85049044	4352272	18-JUN-2013	Explorica Inc.
CBL INTERNATIONAL 	79160677	4848608	10-NOV-2015	WorldStrides International, LLC
INTERNATIONAL STUDIES ABROAD	75425292	2427778	13-FEB-2001	International Studies Abroad, LLC
ISA 	76696771	3855273	05-OCT-2010	International Studies Abroad, LLC
ISA	75425308	2359098	20-JUN-2000	International Studies Abroad, LLC
THE WORLD AWAITS...	78535320	3032237	20-DEC-2005	International Studies Abroad, LLC
AHSTF	77327291	3479690	05-AUG-2008	Lakeland Finance, LLC
AHSTF AMERICAN HIGH SCHOOL THEATRE FESTIVAL 	85174183	4065915	06-DEC-2011	Lakeland Finance, LLC
AMERICAN HIGH SCHOOL THEATRE FESTIVAL	75152755	2149853	07-APR-1998	Lakeland Finance, LLC
BOWL GAMES OF AMERICA	78473420	3125754	08-AUG-2006	Lakeland Finance, LLC
CHRISTIAN DISCOVERIES	78240677	2893245	12-OCT-2004	Lakeland Finance, LLC
CONTRIBU-TOURS	86189144	4694515	03-MAR-2015	Lakeland Finance, LLC

Trademark	Application Number	Registration Number	Reg. Date	Owner
Design Only 	86921273	5293843	26-SEP-2017	Lakeland Finance, LLC
Design Only 	86912130	5184503	18-APR-2017	Lakeland Finance, LLC
DISCOVERY FOR CREDIT	77246141	3414331	22-APR-2008	Lakeland Finance, LLC
DISCOVERY JOURNAL	77420057	4729497	05-MAY-2015	Lakeland Finance, LLC
EFS	74158199	1705458	04-AUG-1992	Lakeland Finance, LLC
EXPLORE. DISCOVER. BECOME.	86486171	4933630	05-APR-2016	Lakeland Finance, LLC
FESTIVAL OF GOLD	85176420	4005386	02-AUG-2011	Lakeland Finance, LLC
ICTF	85183128	3985552	28-JUN-2011	Lakeland Finance, LLC
ICTF INTERNATIONAL COLLEGIATE THEATRE FESTIVAL 	85183156	3993260	12-JUL-2011	Lakeland Finance, LLC
LEAP	75613308	2483003	28-AUG-2001	Lakeland Finance, LLC
LEAP: LEARNING THROUGH EXPLORATION AND PARTICIPATION	75613369	2466213	03-JUL-2001	Lakeland Finance, LLC
NETC 	75699580	2551520	26-MAR-2002	Lakeland Finance, LLC
NETC	75679675	2429263	20-FEB-2001	Lakeland Finance, LLC
NETC 	75554997	2394089	10-OCT-2000	Lakeland Finance, LLC
WORLDSTRIDES 	76163552	2614277	03-SEP-2002	Lakeland Finance, LLC
WORLDSTRIDES	76096333	2643884	29-OCT-2002	Lakeland Finance, LLC
ADVENTURES AMERICA	78658420	3179823	05-DEC-2006	Lakeland Tours, LLC
AMERICAN HIGH SCHOOL THEATRE FESTIVAL	78387679	3003906	04-OCT-2005	Lakeland Finance, LLC
Design Only 	88889579	--	--	Lakeland Tours, LLC
Design Only 	88889589	--	--	Lakeland Tours, LLC
GET TRAVEL	78658369	3185966	19-DEC-2006	Lakeland Tours, LLC
GRAD NIGHT TOURS	74107355	1667871	10-DEC-1991	Lakeland Tours, LLC

Trademark	Application Number	Registration Number	Reg. Date	Owner
THE KEYS TO FUNDRAISING YOUR FINANCIAL MAPS TO TRAVEL INTERNATIONALLY	86410702	4738839	19-MAY-2015	Lakeland Tours, LLC
USA STUDENT TRAVEL	75281744	2174712	21-JUL-1998	Lakeland Tours, LLC
USA STUDENT TRAVEL SINCE 1976 	87308095	5289601	19-SEP-2017	Lakeland Tours, LLC
WORLDPASS	88427163 (ITU) ¹	--	--	Lakeland Tours, LLC
WORLDPASS PASSPORT	88427206 (ITU) ²	--	--	Lakeland Tours, LLC
WORLDPASS TRAVEL GROUP	78638462	3206890	06-FEB-2007	Lakeland Tours, LLC
CARPE FUTURUM	87139245	5170612	28-MAR-2017	Leadership Platform Acquisition Corporation
CHASE THE RACE	86867836	5134610	31-JAN-2017	Leadership Platform Acquisition Corporation
CHASE THE RACE	86867833	5017948	09-AUG-2016	Leadership Platform Acquisition Corporation
CHASE THE RACE	86867835	5134609	31-JAN-2017	Leadership Platform Acquisition Corporation
CONGRESSIONAL YOUTH LEADERSHIP COUNCIL	75689758	2397251	24-OCT-2000	Leadership Platform Acquisition Corporation
CYLC 	75689759	2397252	24-OCT-2000	Leadership Platform Acquisition Corporation
E ENVISION LEADERSHIP SCHOLARSHIP CAREER 	86045174	4860201	24-NOV-2015	Leadership Platform Acquisition Corporation
ENVISION	86045150	4851727	10-NOV-2015	Leadership Platform Acquisition Corporation
ENVISION EDUCATE MOTIVATE INSPIRE 	75912724	2656907	03-DEC-2002	Leadership Platform Acquisition Corporation
ENVISION EMI	75912723	2663828	17-DEC-2002	Leadership Platform Acquisition Corporation

¹ Note: No lien is granted with respect to intent to use trademarks until the filing and acceptance of a "Statement of Use", "Declaration of Use", "Amendment to Allege Use" or similar notice and/or filing.

² Note: No lien is granted with respect to intent to use trademarks until the filing and acceptance of a "Statement of Use", "Declaration of Use", "Amendment to Allege Use" or similar notice and/or filing.

Trademark	Application Number	Registration Number	Reg. Date	Owner
FUTUREFINDER	88104950 (ITU) ³	--	--	Leadership Platform Acquisition Corporation
GYLC 	75689887	2496798	09-OCT-2001	Leadership Platform Acquisition Corporation
JUNIOR NATIONAL YOUNG LEADERS CONFERENCE	76458975	2712281	29-APR-2003	Leadership Platform Acquisition Corporation
NATIONAL YOUNG LEADERS CONFERENCE	75690658	2401548	07-NOV-2000	Leadership Platform Acquisition Corporation
NATIONAL YOUTH LEADERSHIP FORUM	75701394	2389528	26-SEP-2000	Leadership Platform Acquisition Corporation
NATIONAL YOUTH LEADERSHIP FORUM COGNITIO DUCTUS 	75701990	2389530	26-SEP-2000	Leadership Platform Acquisition Corporation
NYLC 	75691931	2403549	14-NOV-2000	Leadership Platform Acquisition Corporation
PRESIDENTIAL YOUTH INAUGURAL CONFERENCE	75692426	2401553	07-NOV-2000	Leadership Platform Acquisition Corporation
OXBRIDGE ACADEMIC PROGRAMS	86351982	4758902	23-JUN-2015	Oxbridge Academic Resources, LLC
DANCE THE WORLD	87265769	5476428	22-MAY-2018	Travel Turf, Inc.
DANCE THE WORLD	85429344	4146214	22-MAY-2012	Travel Turf, Inc.
Design Only 	88762304	--	--	Travel Turf, Inc.
WORLD CLASS VACATIONS	88762171	--	--	Travel Turf, Inc.
WORLD CLASS VACATIONS 	78943405	3249490	05-JUN-2007	Travel Turf, Inc.

³ Note: No lien is granted with respect to intent to use trademarks until the filing and acceptance of a "Statement of Use", "Declaration of Use", "Amendment to Allege Use" or similar notice and/or filing.