

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM589686

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALG Vacations Corp.		07/30/2020	Corporation: DELAWARE
The Coryn Group II, LLC		07/30/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
Street Address:	11 Madison Ave.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Aktiengesellschaft (Ag): SWITZERLAND		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	2246898	FUNQUEST	
Registration Number:	2271260	GLOBAL VACATIONS	
Registration Number:	2647781	GLOBAL VACATIONS	
Registration Number:	2542172	TRANS GLOBAL	
Registration Number:	5570733	AMIGO HOTELS AND RESORTS	
Registration Number:	5464237	BEACHBOUND	
Registration Number:	5858687	BEACHBOUNDER	
Registration Number:	5858698	BEACHBOUNDER	
Registration Number:	5947660	SECRETS WILD ORCHID MONTEGO BAY	
Registration Number:	5947661	SECRETS WILD ORCHID MONTEGO BAY	
Registration Number:	5889933	INDIVIDUAL STRENGTHS. COLLECTIVE POWER.	
Registration Number:	5947675	REFLECT RESORTS & SPAS	
Serial Number:	88602840	WAVEMAKERS	
Serial Number:	88602860	WAVES	
Serial Number:	87774783	751	
Serial Number:	88223695	ALG VACATIONS	
Serial Number:	87774773	ALLMI	
Serial Number:	87774789	BLUEPRINT	
TRADEMARK			

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Property Type	Number	Word Mark
Serial Number:	88455007	BLUEPRINT
Serial Number:	88903348	CLEANCOMPLETE VERIFICATION
Serial Number:	90015741	DREAMS RESORTS & SPAS
Serial Number:	88443140	DREAMS VISTA CANCUN RESORT & SPA
Serial Number:	88391422	DREAMS VISTA DEL MAR CANCUN
Serial Number:	88578074	IMPRESSION
Serial Number:	87691632	IMPRESSION
Serial Number:	88722021	SECRETS SILVER
Serial Number:	88852344	TRAVEL PROTECTION PLUS
Serial Number:	88063062	TRIPENDOUS
Serial Number:	87958825	TRIPTRUST
Serial Number:	88621731	ZOËTRY WELLNESS & SPA RESORTS

CORRESPONDENCE DATA

Fax Number: 6502515002

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: 6502515123

Email: jnull@stblaw.com

Correspondent Name: Marissa Lambert

Address Line 1: 2475 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER: 003015/0002

NAME OF SUBMITTER: J. Jason Mull

SIGNATURE: /J. Jason Mull/

DATE SIGNED: 07/31/2020

Total Attachments: 7

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**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of July 30, 2020, is made by each of the signatories listed on the signature pages hereto and each of the other entities that becomes a party hereto from time to time (each, a "Grantor" and collectively, the "Grantors"), in favor of Credit Suisse AG, as collateral agent (in such capacity, the "Agent") for the benefit of the Secured Parties in connection with that certain First Lien Credit Agreement, dated as of March 31, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Casablanca Global Intermediate Holdings L.P., an exempted limited partnership registered in the Cayman Islands, acting through its general partner Casablanca Global GP Limited, an exempted company incorporated in the Cayman Islands ("Holdings GP"), ("Holdings"), Casablanca Global Holdings L.P., an exempted limited partnership registered in the Cayman Islands and a Wholly-Owned Restricted Subsidiary of Holdings, acting through its general partner Holdings GP, ("Cayman Intermediate Holdings"), Casablanca US Holdings Inc., a Delaware corporation and a Wholly-Owned Restricted Subsidiary of Cayman Intermediate Holdings (the "U.S. Borrower"), Casablanca Foreign Intermediate Holdings S.à r.l., a Luxembourg private limited liability company (société à responsabilité limitée) having its registered office at 2, rue Edward Steichen, L-25440 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B212791 and a Wholly-Owned Restricted Subsidiary of Cayman Intermediate Holdings ("Luxembourg Intermediate Holdings"), Casablanca Foreign Holdings B.V., a private limited liability company (besloten vennootschap met beperkte aansprakelijkheid) incorporated under the laws of the Netherlands, with its statutory seat in Amsterdam, the Netherlands, registered with the Dutch trade register under number 68273614 and a Wholly-Owned Restricted Subsidiary of Luxembourg Intermediate Holdings (the "Dutch Borrower" and, jointly and severally with the U.S. Borrower and any Additional Borrower, the "Borrowers"), the lending institutions from time to time parties thereto (each, a "Lender" and collectively, the "Lenders") and Credit Suisse AG, as the Administrative Agent and as the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrowers and the Letter of Credit Issuer has agreed to issue Letters of Credit, all upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered the First Lien U.S. Security Agreement, dated as of March 31, 2017, in favor of the Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Collateral Agent, the Lenders and the Letter of Credit Issuer to enter into the Credit Agreement, to induce the Lenders and the Letter of Credit Issuer to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements or Secured Hedge Agreements with the Borrowers and/or their Restricted Subsidiaries, the Grantors hereby agree with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise), in full of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office or any similar office in any other Covered Jurisdiction. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

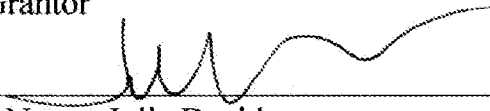
5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

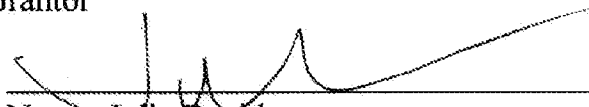
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ALG VACATIONS CORP.,
as a Grantor

By: 
Name: Julia Davidson
Title: Assistant Secretary

THE CORYN GROUP II, LLC,
as a Grantor

By: 
Name: Julia Davidson
Title: President and Secretary

TRADEMARK

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH**

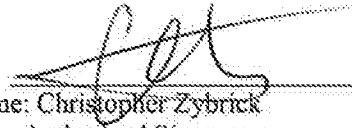
as the Collateral Agent

By: 
Name: William O'Daly
Title: Authorized Signatory

By: _____
Name: Christopher Zybrick
Title: Authorized Signatory

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH**
as the Collateral Agent

By: _____
Name: William O'Daly
Title: Authorized Signatory

By:  _____
Name: Christopher Zybrick
Title: Authorized Signatory

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Registered Owner / Grantor</u>	<u>Status</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Trademark</u>
ALG VACATIONS CORP.	Registered	75/004,540	2,246,898	FUNQUEST and Design
ALG VACATIONS CORP.	Registered	75/475,577	2,271,260	GLOBAL VACATIONS
ALG VACATIONS CORP.	Registered	75/826,975	2,647,781	GLOBAL VACATIONS
ALG VACATIONS CORP.	Registered	75/826,681	2,542,172	TRANS GLOBAL
ALG VACATIONS CORP.	Pending/Intent-to-Use	88/602,840		WAVEMAKERS
ALG VACATIONS CORP.	Pending/Intent-to-Use	88/602,860		WAVES
THE CORYN GROUP II, LLC	Registered	87/884,117	5,570,733	AMIGO HOTELS AND RESORTS
THE CORYN GROUP II, LLC	Registered	87/626,875	5,464,237	BEACHBOUND
THE CORYN GROUP II, LLC	Registered	88/093,574	5,858,687	BEACHBOUNDER
THE CORYN GROUP II, LLC	Registered	88/097,352	5,858,698	BEACHBOUNDER and Design
THE CORYN GROUP II, LLC	Registered	88/223,679	5,947,660	SECRETS WILD ORCHID MONTEGO BAY
THE CORYN GROUP II, LLC	Registered	88/223,687	5,947,661	SECRETS WILD ORCHID MONTEGO BAY and Design
THE CORYN GROUP II, LLC	Pending/Intent-to-Use	87/774,783		751
THE CORYN GROUP II, LLC	Pending/Intent-to-Use	88/223,695		ALG VACATIONS
THE CORYN GROUP II, LLC	Pending/Intent-to-Use	87/774,773		ALLMI
THE CORYN GROUP II, LLC	Pending/Intent-to-Use	87/774,789		BLUEPRINT

<u>Registered Owner / Grantor</u>	<u>Status</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Trademark</u>
THE CORYN GROUP II, LLC	Pending/Intent-to-Use	88/455,007		BLUEPRINT
THE CORYN GROUP II, LLC	Pending/Intent-to-Use	88/903,348		CLEANCOMPLETE VERIFICATION
THE CORYN GROUP II, LLC	Pending	90/015,741		DREAMS RESORTS & SPAS & Design
THE CORYN GROUP II, LLC	Pending/Intent-to-Use	88/443,140		DREAMS VISTA CANCUN RESORT & SPA
THE CORYN GROUP II, LLC	Pending/Intent-to-Use	88/391,422		DREAMS VISTA DEL MAR CANCUN
THE CORYN GROUP II, LLC	Pending	88578,074		IMPRESSION
THE CORYN GROUP II, LLC	Appeal of Refusal Pending	87/691,632		IMPRESSION
THE CORYN GROUP II, LLC	Registered	88/373,000	5889933	INDIVIDUAL STRENGTHS. COLLECTIVE POWER.
THE CORYN GROUP II, LLC	Registered	88/226,130	5947675	REFLECT RESORTS & SPAS and Design
THE CORYN GROUP II, LLC	Pending/Intent-to-Use	88/722,021		SECRETS SILVER
THE CORYN GROUP II, LLC	Pending/Intent-to-Use	88/852,344		TRAVEL PROTECTION PLUS and Design
THE CORYN GROUP II, LLC	Pending/Intent-to-Use	88/063,062		TRIPENDOUS
THE CORYN GROUP II, LLC	Pending/Intent-to-Use	87/958,825		TRIPTRUST
THE CORYN GROUP II, LLC	Pending/Intent-to-Use	88/621,731		ZOËTRY WELLNESS & SPA RESORTS