

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM599899

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS AT R/F 6867/0961		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goldman Sachs Bank USA, as Agent		09/25/2020	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Travel Turf, Inc.		
Street Address:	7540 Windsor Drive		
City:	Allentown		
State/Country:	PENNSYLVANIA		
Postal Code:	18195		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3249490	WORLD CLASS VACATIONS	
Registration Number:	4146214	DANCE THE WORLD	
Registration Number:	5476428	DANCE THE WORLD	
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:	09/28/2020		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) dated as of September 25, 2020, is made by GOLDMAN SACHS BANK USA, in its capacities as administrative agent and collateral agent for the Secured Parties under the Credit Agreement (as defined below)(in such capacities, the “Administrative Agent”) in favor of TRAVEL TURF, INC., a Delaware corporation (the “Grantor”). Capitalized terms not defined herein shall have the meaning ascribed to them, directly or by reference, in the Trademark Security Agreement (as defined below).

WHEREAS, Lakeland Tours, LLC, a Delaware limited liability company (the “Borrower”), Lakeland Finance, LLC, a Delaware limited liability company (“Holdings”), the Lenders from time to time party thereto and the Administrative Agent entered into that certain Credit Agreement, dated as of December 15, 2017 (as amended on July 31, 2018, on November 4, 2019, and as may have been further amended, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, pursuant to the Credit Agreement, Holdings, the Borrower, the grantors from time to time party thereto, and the Administrative Agent entered into that certain Pledge and Security Agreement dated as of December 15, 2017 (the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated February 20, 2020, in favor of the Administrative Agent (the “Trademark Security Agreement”);

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on February 20, 2020 at Reel/Frame 6867/0961;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, as security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor pledged and granted 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 then owned or at any time thereafter acquired by such Grantor, including those listed on Schedule I hereto (the “Collateral”); and

WHEREAS the Grantor has requested that the Administrative Agent now terminate and release its security interest in the Collateral.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Administrative Agent hereby, without representation or warranty of any kind and without any recourse to the Collateral Agent, (a) terminates the Trademark Security Agreement, (b) terminates, cancels and releases its security interest in the Collateral without recourse to the Collateral Agent; (c) terminates the liens and security interests created under the Security Agreement and the Trademark Security Agreement in the Collateral; and (d) discharges any and all rights, title and interest it has in and the security interest granted to the Administrative Agent in the Collateral, .


The Grantor (and any successor to the Grantor, including any person or entity hereafter holding any right, title or interest in and to the Collateral) is hereby authorized to record this Release with the United States Patent and Trademark Office.

The Administrative Agent shall, at the Grantor's sole cost and expense and at any of the Grantor's reasonable request, execute, acknowledge and deliver to the Grantor all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions reasonably requested by the Grantor to more fully and effectively effectuate the purposes of this Release.

This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Administrative Agent has duly executed this Release as of the day and year first above written.

GOLDMAN SACHS BANK USA,
as Administrative Agent




By: 
Name: _____
Title: _____

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 007063 FRAME: 0528

Schedule I

Trademarks

MARK	SERIAL NO.	REGISTRATION NO.	OWNER
DANCE THE WORLD	85429344	4146214	Travel Turf, Inc. d/b/a World Class Vacations
	87265769	5476428	Travel Turf, Inc. d/b/a World Class Vacations
	78943405	3249490	Travel Turf, Inc. d/b/a World Class Vacations
	88762304 ¹	6117997	Travel Turf, Inc.

Trademark Applications

None	SERIAL NO.	APPLICATION DATE	OWNER
WORLD CLASS VACATIONS	88762171 ²	January 16, 2020	Travel Turf, Inc.

¹Security interest was not filed for this trademark at original time of filing

² Security interest was not filed for this trademark at original time of filing