

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM603229

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BCD Travel USA LLC		09/23/2020	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA MERRILL LYNCH INTERNATIONAL DESIGNATED ACTIVITY COMPANY, as Security Agent		
Street Address:	Two Park Place, Hatch Street		
City:	Dublin 2		
State/Country:	IRELAND		
Entity Type:	Bank: IRELAND		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3163036	TBIZ	
Registration Number:	3744991	ADVITO	
Registration Number:	3521131	GOOD ADVICE TRAVELS FAR	
Registration Number:	3380407	DECISIONSOURCE	
Registration Number:	3616667	TRIPSOURCE	
Registration Number:	5603061	SOLUTIONSOURCE	
Serial Number:	88705036	AGENTSOURCE	
Serial Number:	88705041	SUPPLIERSOURCE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1277481		

OP \$215.00 3163036

NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	10/15/2020
Total Attachments: 6 source=#93725134v1 - (BCD Travel - Trademark Security Agreement - Executed)#page3.tif source=#93725134v1 - (BCD Travel - Trademark Security Agreement - Executed)#page4.tif source=#93725134v1 - (BCD Travel - Trademark Security Agreement - Executed)#page5.tif source=#93725134v1 - (BCD Travel - Trademark Security Agreement - Executed)#page6.tif source=#93725134v1 - (BCD Travel - Trademark Security Agreement - Executed)#page7.tif source=#93725134v1 - (BCD Travel - Trademark Security Agreement - Executed)#page8.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of September 23, 2020, by BCD Travel USA LLC (the “**Grantor**”), in favor of BANK OF AMERICA MERRILL LYNCH INTERNATIONAL DESIGNATED ACTIVITY COMPANY, in its capacity as Security Agent pursuant to the Facilities Agreement (in such capacity, the “**Security Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to a Security Agreement dated as of September 23, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Security Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Security Agent, for the benefit of the Secured Parties, to enter into the Facilities Agreement, the Grantor hereby agrees with the Security Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Security Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor:

(a) all Trademark registrations and applications of the Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Security Agent pursuant to the Security Agreement and the Grantor hereby acknowledge and affirm that the rights and remedies of the Security Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Security Agent shall otherwise determine.

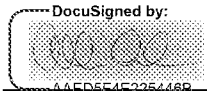
SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 5.11 thereof, the Security Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument reasonably requested by the Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Security created hereby and the rights and remedies of the Security Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

BCD TRAVEL USA LLC



By:

Name: Allan Conlan

Title: CFO Americas

BANK OF AMERICA MERRILL LYNCH
INTERNATIONAL DESIGNATED ACTIVITY
COMPANY, as Security Agent

Name:

Kevin Day

Title:

Vice President

[Signature page to Trademark Security Agreement]

Schedule I
Trademark Registrations and Applications

[See Attached]

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK COLLATERAL

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Owner/Grantor	Trademark	Registration Number/ Application Number	Jurisdiction	Registration Date [Application Date]
BCD Travel USA LLC	TBIZ	3163036	USA	10/24/06
BCD Travel USA LLC	ADVITO	3744991	USA	02/02/10
BCD Travel USA LLC	GOOD ADVICE TRAVELS FAR	3521131	USA	10/21/08
BCD Travel USA LLC	DECISIONSOURCE	3380407	USA	02/12/08
BCD Travel USA LLC	TRIPSOURCE	3616667	USA	05/05/09
BCD Travel USA LLC	SOLUTIONSOURCE	5603061	USA	11/06/18
BCD Travel USA LLC	AGENTSOURCE	88705036	USA	11/25/19
BCD Travel USA LLC	SUPPLIERSOURCE	88705041	USA	11/25/19