

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM622427

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
G Touring Limited	FORMERLY G Adventures (UK) Limited	01/22/2021	Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	National Bank of Canada		
Street Address:	500 Place d'Armes		
Internal Address:	26th Floor		
City:	Montreal, Quebec		
State/Country:	CANADA		
Postal Code:	H2Y 2W3		
Entity Type:	bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6138970	TRAVELSPHERE	
Serial Number:	87675838	JUST YOU	
CORRESPONDENCE DATA			
Fax Number:	5852958457		
<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:	585-295-4433		
Email:	kmarkert@barclaydamon.com		
Correspondent Name:	Katherine A. Markert		
Address Line 1:	100 Chestnut St.		
Address Line 2:	Barclay Damon LLP		
Address Line 4:	Rochester, NEW YORK 14604		
ATTORNEY DOCKET NUMBER:	3025771		
NAME OF SUBMITTER:	Katherine A. Markert		
SIGNATURE:	/Katherine A. Markert/		
DATE SIGNED:	01/26/2021		
Total Attachments: 5			
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TRADEMARK COLLATERAL AGREEMENT

This 22 day of January, 2021, G TOURING LIMITED, formerly known as G Adventures (UK) Limited, a company existing under the laws of England and Wales with company number 04956006 (“*Debtor*”) with its registered office at Unit P Welland Industrial Estate, Valley Way, Market Harborough, LE16 7PS, United Kingdom, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to NATIONAL BANK OF CANADA, a Canadian bank (“*NBC*”), with its mailing address at 500 Place d’Armes, 26th Floor, Montreal, Quebec, Canada H2Y 2W3, Attention: Syndication, acting as administrative agent hereunder for the Secured Parties as defined in the Debenture referred to below, and its successors and assigns (NBC acting as such administrative agent and any successors or assigns to NBC acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to the Agent for the benefit of the Secured Parties a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*Trademark Collateral*”):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor and its affiliates as set out in that certain Debenture dated as of January 22, 2021 between Debtor and Agent, as the same may be amended, modified, or restated from time to time (the “*Debenture*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-to-Use Applications*”), but rather, if and so long as Debtor’s Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of

Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Agent.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Debenture, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of Agent with respect to the Trademark Collateral are as provided by the Debenture and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of New York without regard to conflicts of law principles that would require application of the laws of another jurisdiction. Debtor hereby irrevocably submits to the jurisdiction of any New York State or federal court sitting in New York State in any action or proceeding arising out of or relating to this Trademark Collateral Agreement and hereby irrevocably agrees that all claims and in respect of such action or proceeding may be heard and determined in such New York State or federal court and hereby irrevocably waives, to the fullest extent that it may legally do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. Debtor hereby irrevocably and unconditionally appoints G Adventures Inc., a Delaware corporation, as its agent for service of process in any suit, action or proceeding with respect to this Trademark Collateral Agreement. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

Execution Counterpart

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

G TOURING LIMITED

By: _____
Name:
Title: Director

Accepted and agreed to as of the date and year last above written.

NATIONAL BANK OF CANADA, as Agent

By: _____

Name: Wilson Phan
Title: Vice-President

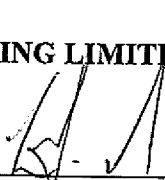
By: _____

Name: David Sellitto
Title: Director

Execution Counterpart

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

G TOURING LIMITED

By: 
Name: Lincoln Fernandes
Title: Director

Accepted and agreed to as of the date and year last above written.

NATIONAL BANK OF CANADA, as Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
TRAVELSPHERE	87/983,299	2017-11-08	6,138,970	2020-09-01
JUST YOU	87/675,838	2017-11-07	N/A	N/A