

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM629873

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN SHORT-FORM TRADEMARKS SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Grand Circle LLC		02/26/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cerberus Partners II, L.P.		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	2616634	GRAND CIRCLE TRAVEL	
Registration Number:	2564856	OVERSEAS ADVENTURE TRAVEL	
Registration Number:	2143392	BUSINESS WORKS	
Registration Number:	2661467	GCT	
Registration Number:	2712772	GCC	
Registration Number:	3487874	GRAND CIRCLE	
Registration Number:	3744443	HARRIET'S CORNER	
Registration Number:	4232974	GRAND CIRCLE CRUISE LINE	
Registration Number:	4232975	GCCL	
Registration Number:	4256590	GCCL	
Registration Number:	4320138	OVERSEAS ADVENTURE TRAVEL	
Registration Number:	4320139	OVERSEAS ADVENTURE TRAVEL	
Registration Number:	6021510	OVERSEAS ADVENTURE TRAVEL SINCE 1978	
Registration Number:	5848625	FREEDOM TO PERSONALIZE YOUR ADVENTURE	
Serial Number:	88935052	THE INSIDE SCOOP	
Registration Number:	6237415	O.A.T. ADVENTURE TRAVEL PLANNING GUIDE	
CORRESPONDENCE DATA			
Fax Number:	2125935955		

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TRADEMARK

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: 212-756-2132
Email: scott.kareff@srz.com
Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP
Address Line 1: 919 Third Avenue
Address Line 2: 25th Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 014951-2033

NAME OF SUBMITTER: Scott Kareff (014951-2033)

SIGNATURE: /kc for sk/

DATE SIGNED: 03/04/2021

Total Attachments: 6

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SECOND LIEN SHORT-FORM TRADEMARKS SECURITY AGREEMENT

February 26, 2021

WHEREAS, GRAND CIRCLE LLC, a Delaware limited liability company (the “**Grantor**”), has adopted, used, is using, or intends to use, and is the owner of the trademarks and trademark applications listed in the attached Schedule of Registered Trademarks, and the registrations and applications associated therewith;

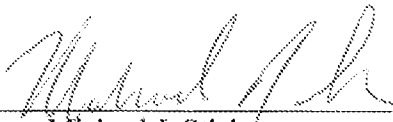
WHEREAS, the Grantor has contemporaneously with the execution of this Second Lien Short-Form Trademarks Security Agreement entered into the Second Lien Security Agreement, dated as of February 26, 2021, by and among GRAND CIRCLE CORPORATION, a Delaware corporation (the “**GCC Borrower**”), the Grantor, THE GRAND CIRCLE RIVER CRUISE LINES LLC, a Massachusetts limited liability company (the “**GCRCL Borrower**” together with the GCC Borrower, the Grantor, each individually, a “**Borrower**” and collectively, the “**Borrowers**”), GRAND CIRCLE HOLDINGS, LLC, a Delaware limited liability company (“**Holdings**”), the Subsidiary Guarantors from time to time party hereto (together with Holdings and the Borrowers, each an “**Obligor**” and collectively the “**Obligors**”), and CERBERUS PARTNERS II, L.P., as administrative agent for the parties defined as “Lenders” under the Credit Agreement referred to below (in such capacity, together with its successors in such capacity, the “**Administrative Agent**”) (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”). Capitalized terms used herein without definition are used as defined in the Security Agreement; and

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed with the Administrative Agent and the Secured Parties to execute this Second Lien Short-Form Trademarks Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties, to the extent provided in the Security Agreement (the terms and conditions of which are hereby incorporated herein), a security interest in all of its right, title and interest in, to and under all the trademarks, whether now owned or at any time hereafter acquired, of the Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on the attached Schedule of Registered Trademarks, and all registrations and pending applications associated therewith (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application), as collateral security for the prompt and complete payment and performance when due of all the Obligations (as defined in the Security Agreement). Notwithstanding the foregoing, in the event of any conflict between this Second Lien Short-Form Trademarks Security Agreement and the Security Agreement, the Security Agreement shall control. Notwithstanding anything herein to the contrary, the Liens securing the Obligations, the exercise of any right or remedy with respect thereto and certain of

the rights of the Secured Parties are subject to the provisions of the Intercreditor Agreement. In the event of any direct and irreconcilable conflict between the terms of the Intercreditor Agreement and this Second Lien Short-Form Trademarks Security Agreement, the terms of the Intercreditor Agreement shall govern and control. Except as otherwise contemplated by the enumerated Borrower consent rights set forth in the definition of the "Intercreditor Agreement" in the Credit Agreement, nothing in this section shall be construed to provide that any Obligor is a third party beneficiary of the provisions of the Intercreditor Agreement, and each Obligor agrees that, except as expressly otherwise provided in the Intercreditor Agreement, the terms of the Intercreditor Agreement shall not give any Obligor any, nor modify any, substantive rights vis-à-vis the Administrative Agent or any Lender, or any obligations or liabilities owing to the Administrative Agent and/or the Lenders, under this Second Lien Short-Form Trademarks Security Agreement or any other Loan Document.

GRAND CIRCLE LLC

By: 

Name: Michael J. Stick


Title: Vice President

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 007212 FRAME: 0104



ACCEPTED AND AGREED
as of the date first above written:

CERBERUS PARTNERS II, L.P., as Administrative Agent
By: Cerberus Associates II, L.L.C.
Its: General Partner

By: 
Name: Mark A. Neporent
Title: Senior Managing Director

**SCHEDULE OF
REGISTERED TRADEMARKS**

Trademark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Next Renewal	Class(es)
GRAND CIRCLE TRAVEL	European Union (Community)	Registered	1950039	23-Nov-2000	1950039	18-Apr-2002	13-Nov-2030	39 Int., 41 Int., 42 Int.
GRAND CIRCLE TRAVEL	United States of America	Registered	76/097089	26-Jul-2000	2616634	10-Sep-2002	10-Sep-2022	39 Int., 41 Int., 42 Int.
OVERSEAS ADVENTURE TRAVEL	United States of America	Registered	75/625574	22-Jan-1999	2564856	30-Apr-2002	30-Apr-2022	39 Int., 42 Int.
BUSINESS WORKS	United States of America	Registered	75/120201	17-Jun-1996	2143392	10-Mar-1998	10-Mar-2028	41 Int.
	European Union (Community)	Registered	1950443	13-Nov-2000	1950443	04-Feb-2002	13-Nov-2030	39 Int., 41 Int., 42 Int.
	United States of America	Registered	76/096862	26-Jul-2000	2661467	17-Dec-2002	17-Dec-2022	39 Int., 41 Int., 42 Int.
	United States of America	Registered	76/281671	05-Jul-2001	2712772	06-May-2003	06-May-2023	39 Int.
GRAND CIRCLE	United States of America	Registered	77/351404	13-Dec-2007	3487874	19-Aug-2008	19-Aug-2028	39 Int., 41 Int., 42 Int.
HARRIET'S CORNER	United States of America	Registered	77/768938	26-Jun-2009	3744443	02-Feb-2010	02-Feb-2030	41 Int.
GRAND CIRCLE CRUISE LINE	European Union (Community)	Registered	18208301	06-Mar-2020	18208301	25-Jun-2020	06-Mar-2030	39 Int.
GRAND CIRCLE CRUISE LINE	United Kingdom	Pending	3471752	03-Mar-2020				39 Int.
GRAND CIRCLE CRUISE LINE	United States of America	Registered	85/538252	09-Feb-2012	4232974	30-Oct-2012	30-Oct-2022	39 Int.
	United States of America	Registered	85/538325	09-Feb-2012	4232975	30-Oct-2012	30-Oct-2022	39 Int.
	European Union (Community)	Registered	18208304	06-Mar-2020	18208304	27-Jun-2020	06-Mar-2030	39 Int.
	United Kingdom	Registered	3471753	03-Mar-2020	3471753	03-Mar-2020	03-Mar-2030	39 Int.
	United States of America	Registered	85/538361	09-Feb-2012	4256590	11-Dec-2012	11-Dec-2022	39 Int.
	United States of America	Registered	85/649527	12-Jun-2012	4320138	16-Apr-2013	16-Apr-2023	39 Int.

Trademark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Next Renewal	Class(es)
	United States of America	Registered	85/649569	12-Jun-2012	4320139	16-Apr-2013	16-Apr-2023	39 Int.
	United States of America	Registered	88/020255	29-Jun-2018	6021510	31-Mar-2020	31-Mar-2026	39 Int., 41 Int.
FREEDOM TO PERSONALIZE YOUR ADVENTURE	United States of America	Registered	88/033009	11-Jul-2018	5848625	03-Sep-2019	03-Sep-2025	39 Int.
	Australia	Registered	854992	26-Oct-2000	854992	20-Aug-2001	26-Oct-2010	39 Int., 42 Int.
THE INSIDE SCOOP	United States of America	Pending	88/935052	27-May-2020	N/A	N/A	N/A	41 Int.
O.A.T. ADVENTURE TRAVEL PLANNING GUIDE	United States of America	Registered	88/935315	27-May-2020	6237415	05-Jan-2021	05-Jan-2027	39 Int.