

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM651954

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nexion, LLC		06/04/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent		
Street Address:	1585 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5892401	NEXION TRAVEL GROUP THE TRAVEL PROFESSIO	
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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	036608-0086		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	06/04/2021		
Total Attachments: 8			
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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS (“Agreement”), effective as of June 4, 2021 is made by ALTOUR DELAWARE, LLC, ALTOUR HOLDINGS, LLC, CRUCON HOLDINGS, LLC, NEXION, LLC, TRAVEL LEADERS GROUP, LLC and TRAVEL LEADERS GROUP HOLDINGS, LLC (each, a “Grantor” and collectively, the “Grantors”) in favor of MORGAN STANLEY SENIOR FUNDING, INC., as Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “Collateral Agent”), parties to the Credit Agreement, dated as of January 25, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Initial Grantors and certain other subsidiaries of the Borrower have executed and delivered a Security Agreement, dated as of January 25, 2017, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantors pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Lenders a continuing security interest in all Intellectual Property owned or licensed by the Grantors, subject to Section 3.01(a) of the Security Agreement; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantors agree, for the benefit of the Collateral Agent and the Lenders, as follows:

SECTION 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.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, each Grantor hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all right, title and interest in and to any and all of the Grantor’s right, title and interest in, to and under the following assets and properties now owned or at any time hereafter acquired by such Grantor, or in which such Grantor

now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"):

(a) all Trademarks listed on Schedule A hereto, and all extensions or renewals thereof, (b) all goodwill associated therewith or symbolized thereby, (c) the right to sue for past, present, and future infringements, dilutions and other violations of any of the foregoing, (d) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past, present, or future infringements, dilutions or other violations of any of the foregoing; and (e) all other rights, priorities and privileges accruing thereunder or pertaining thereto throughout the world; provided, however, that the Collateral does not include any "intent-to-use" applications prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such intent-to-use application under applicable federal law.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of Security Interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders (including any Swing Line Lender) 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 Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders (including any Swing Line Lender) with respect to the security interest in the Intellectual Property 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.

SECTION 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.

SECTION 6. Electronic Signatures. This Agreement may be executed by one or more of the parties hereto on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Signatures delivered by facsimile or PDF or other electronic means shall have the same force and effect as manual signatures delivered in person. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement or any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any


other state laws based on the Uniform Electronic Transactions Act, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

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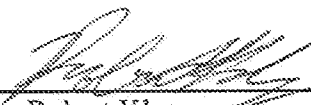
ALTOUR DELAWARE, LLC
as a Grantor

By: 
Name: Robert Klug
Title: Chief Financial Officer and
Treasurer

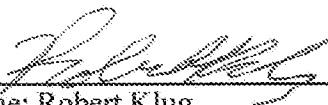
ALTOUR HOLDINGS, LLC
as a Grantor

By: 
Name: Robert Klug
Title: Chief Financial Officer and
Treasurer

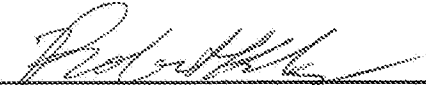
CRUCON HOLDINGS, LLC
as a Grantor

By: 
Name: Robert Klug
Title: Chief Financial Officer and
Treasurer

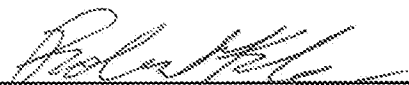
NEXION, LLC
as a Grantor

By: 
Name: Robert Klug
Title: Chief Financial Officer and
Treasurer

TRAVEL LEADERS GROUP, LLC
as a Grantor

By: 
Name: Robert Klug
Title: Chief Financial Officer and
Treasurer

**TRAVEL LEADERS GROUP HOLDINGS,
LLC**
as a Grantor

By: 
Name: Robert Klug
Title: Chief Financial Officer and
Treasurer

Grant of Security Interest in Trademark Rights

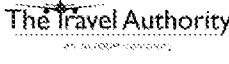



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

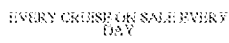
**MORGAN STANLEY SENIOR FUNDING,
INC. as Collateral Agent**

By: 

Name: Lisa Hanson
Title: Vice President

SCHEDULE A
U.S. Trademarks

Trademark	Application Number Application Date	Registration Number Registration Date	Status	Owner Name
THE TRAVEL AUTHORITY AN ALTOUR COMPANY 	88251841 07-JAN-2019	5999855 03-MAR-2020	Registered	Altour Delaware, LLC
ALTOUR GLOBAL NETWORK ALTOUR GLOBAL NETWORK	90324787 17-NOV-2020	---	Pending Intent to Use	Altour Holdings, LLC
Design Only 	87779664 01-FEB-2018	5574216 02-OCT-2018	Registered	Crucon Holdings, LLC
NEXION TRAVEL GROUP THE TRAVEL PROFESSIONAL'S HOST AGENCY 	88017305 27-JUN-2018	5892401 22-OCT-2019	Registered	Nexion, LLC
INTERNOVA TRAVEL GROUP INTERNOVA TRAVEL GROUP	90517815 08-FEB-2021	---	Pending Intent to Use -	Travel Leaders Group Holdings, LLC
INTERNOVA TRAVEL GROUP 	90517817 08-FEB-2021	---	Pending Intent to Use -	Travel Leaders Group Holdings, LLC
PROTRAVEL INTERNATIONAL PROTRAVEL INTERNATIONAL	88703045 22-NOV-2019	6214566 08-DEC-2020	Registered	Travel Leaders Group, LLC
CORPORATE EDGE TRAVEL PROGRAM 	87335250 14-FEB-2017	5441340 10-APR-2018	Registered	Travel Leaders Group, LLC
CORPORATE EDGE TRAVEL PROGRAM	87335246 14-FEB-2017	5441339 10-APR-2018	Registered	Travel Leaders Group, LLC

Trademark	Application Number Application Date	Registration Number Registration Date	Status	Owner Name
CORPORATE EDGE TRAVEL PROGRAM				
SPEEDCRUISE SPEEDCRUISE	86397289 17-SEP-2014	4830085 13-OCT-2015	Registered	Travel Leaders Group, LLC
CRUCON CRUCON	85657473 21-JUN-2012	4282909 29-JAN-2013	Registered	Travel Leaders Group, LLC
GLOBAL TRAVEL COLLECTION 	90317913 13-NOV-2020	---	Pending Intent to Use -	Travel Leaders Group, LLC
GLOBAL TRAVEL COLLECTION 	90317916 13-NOV-2020	---	Pending Intent to Use	Travel Leaders Group, LLC
TRAVEL LEADERS VACATION CENTER TRAVEL LEADERS VACATION CENTER	88435627 17-MAY-2019	6142921 01-SEP-2020	Registered	Travel Leaders Group, LLC
VIEWFROM36K VIEWFROM36K	87864808 05-APR-2018	5611123 20-NOV-2018	Registered	Travel Leaders Group, LLC
EVERY CRUISE ON SALE EVERY DAY 	86060344 10-SEP-2013	4550650 17-JUN-2014	Registered	Travel Leaders Group, LLC