

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657692

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Travelperk, S.L.U.		07/02/2021	Company: SPAIN
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6367604	GREENPERK	
Registration Number:	6021485	TRAVELPERK	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	6179517790		
Email:	ronald.duvernay@ropesgray.com		
Correspondent Name:	Ronald M. Duvernay		
Address Line 1:	Prudential Tower, 800 Boylston Street		
Address Line 2:	Ropes & Gray LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199-3600		
ATTORNEY DOCKET NUMBER:	BGIB-0345		
NAME OF SUBMITTER:	Ronald M. Duvernay		
SIGNATURE:	/r duvernay/		
DATE SIGNED:	07/02/2021		
Total Attachments: 5			
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FORM OF TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of July 2, 2021 (this “**Agreement**”), is made by and between TRAVELPERK, S.L.U., a company organized under the laws of Spain (the “**Grantor**”) and WILMINGTON TRUST, NATIONAL ASSOCIATION, as Agent (as defined below).

Reference is made to (a) the U.S. Guarantee and Collateral Agreement, dated as of the date hereof (the “**Collateral Agreement**”), among TK OPERATIONS LTD, a private limited company incorporated in England and Wales with company number 13448360 (the “**Borrower**”), TRAVELPERK, INC., a Delaware corporation (“**Holdings**”), the Grantor and the other Subsidiary Guarantors time to time party thereto and WILMINGTON TRUST, NATIONAL ASSOCIATION, as collateral agent for the Secured Parties (in such capacity, the “**Agent**”) for the Secured Parties (as defined therein) and (b) the Credit Agreement, dated as of the date hereof (“**Credit Agreement**”), among the Borrower, Holdings, the Lenders from time to time party thereto and the Agent.

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby collaterally assigns and pledges to the Agent, its permitted successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Agent, its permitted successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the Grantor’s Trademarks now owned or at any time hereafter acquired by it or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”), but excluding any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

SECTION 3. Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed

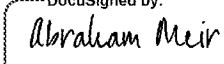
signature page to this Agreement by facsimile or other electronic form (including .pdf file) shall be effective as delivery of a manually signed counterpart.

SECTION 5. Applicable Law. This Agreement, and all matters arising out of or relating to this Agreement, shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of page intentionally left blank]

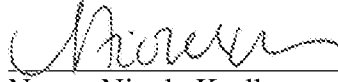
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TRAVELPERK, S.L.U.

By: 
Name: Abraham Meir
Title: Chief Executive Officer

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Agent

By:





Name: Nicole Kroll

Title: Assistant Vice President

Schedule I

U.S. Trademark Registrations

Grantor	Application Number / Date	Registration Number / Date	Mark	Classes	Status
Travelperk, S.L.U.	88824460 03/06/2020	6367604 06/01/2021	GREENPERK 	9, 35, 36, 39, 42, 45	registered
Travelperk, S.L.U.	87936075 05/25/2018	6021485 03/31/2020	TRAVELPERK 	9, 39, 43	registered

Signature Page to Trademark Security Agreement

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RECORDED: 07/02/2021

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