

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM677420

|   |  |                       |                                     |
|---|--|-----------------------|-------------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT   |                       |                                     |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST  |                       |                                     |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                                     |
| <b>Name</b>   | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>                  |
| Scheduled Airlines Traffic Offices, LLC   |  | 09/22/2021            | Limited Liability Company: DELAWARE |
| CWT US, LLC   |  | 09/22/2021            | Limited Liability Company: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                                     |
| <b>Name:</b>  | Wilmington Savings Fund Society, FSB, successor agent to Lloyds Bank PLC |                       |                                     |
| <b>Street Address:</b>  | 500 Delaware Avenue  |                       |                                     |
| <b>City:</b>  | Wilmington   |                       |                                     |
| <b>State/Country:</b>   | DELAWARE   |                       |                                     |
| <b>Postal Code:</b>   | 19891  |                       |                                     |
| <b>Entity Type:</b>   | Corporation: DELAWARE  |                       |                                     |
| <b>PROPERTY NUMBERS Total: 3</b>  |  |                       |                                     |
| <b>Property Type</b>  | <b>Number</b>  | <b>Word Mark</b>      |                                     |
| <b>Registration Number:</b>   | 1766257  | SATO                  |                                     |
| <b>Registration Number:</b>   | 2690293  | SATOTRAVEL            |                                     |
| <b>Registration Number:</b>   | 4835995  | SATO VACATIONS        |                                     |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                                     |
| <b>Fax Number:</b>  | 7036106200   |                       |                                     |
| <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> |  |                       |                                     |
| <b>Phone:</b>   | 7036106100   |                       |                                     |
| <b>Email:</b>   | boxip@hoganlovells.com   |                       |                                     |
| <b>Correspondent Name:</b>  | Greta D. Feldman of Hogan Lovells US LLP                                 |                       |                                     |
| <b>Address Line 1:</b>  | 8350 Broad Street, 17th Floor  |                       |                                     |
| <b>Address Line 2:</b>  | Attn: Box Intellectual Property  |                       |                                     |
| <b>Address Line 4:</b>  | Tysons, VIRGINIA 22102   |                       |                                     |
| <b>NAME OF SUBMITTER:</b>   | Greta D. Feldman of Hogan Lovells US LLP                                 |                       |                                     |
| <b>SIGNATURE:</b>   | /Greta D. Feldman/   |                       |                                     |
| <b>DATE SIGNED:</b>   | 09/28/2021   |                       |                                     |
| <b>Total Attachments: 7</b>   |  |                       |                                     |

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**ASSIGNMENT OF INTELLECTUAL PROPERTY  
SECURITY AGREEMENTS**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Assignment**”), dated as of September 22, 2021, is by among **Lloyds Bank PLC (“Lloyds”)**, acting in its capacity as the current and resigning security agent (in such capacity, the “**Retiring Agent**”), **Wilmington Savings Fund Society, FSB (“WSFS”)**, acting in its capacity as the successor security agent (in such capacity, the “**Successor Agent**”), and **Scheduled Airlines Traffic Offices, LLC and CWT US, LLC** (collectively, “**Grantors**”).

**RECITALS:**

**WHEREAS**, Grantors and Retiring Agent are parties to those certain intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Agreements**”); and

**WHEREAS**, pursuant to that certain Deed of Appointment, Resignation, and Transfer by and among Lloyds, as the Retiring Agent, and WSFS, as Successor Agent, Carlson Travel, Inc. (“**Parent Company**”), and subsidiaries of Parent Company, including the Grantors, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties, obligations and security interests arising under or in connection with, among other documents, the Agreements, in each instance, in its capacity as security agent.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns all of its rights, title and interest in and to the Agreements, including, without limitation, all security interests in the intellectual property set forth in the Agreements, including without limitation to the intellectual property set forth in Exhibit B attached hereto (the “**Intellectual Property**”).
2. Acknowledgement. Grantors acknowledge and agree that all security interests in Intellectual Property have been transferred to the Successor Agent and that all Intellectual Property is subject to the Successor Agent’s security interests.
3. Recordation. Each of the Grantors and Retiring Agent authorizes and requests that, as applicable to the Intellectual Property, the Register of Copyrights of the U.S. Copyright Office, the Commissioner for Patents of the U.S. Patent and Trademark Office, and the Commissioner for Trademarks of the U.S. Patent and Trademark Office and any other applicable government officer record this Assignment.
4. Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the date first above written.

**RETIRING AGENT:**

**LLOYDS BANK PLC**

By: Jennifer Popiner  
Name: JENNIFER ESPINER  
Its: Duly Authorized Signatory

**SUCCESSOR AGENT:**

**WILMINGTON SAVINGS FUND  
SOCIETY, FSB**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GRANTORS:**

**SCHEDULED AIRLINES TRAFFIC  
OFFICES, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CWT US, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Assignment of Intellectual Property Security Agreement

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the date first above written.

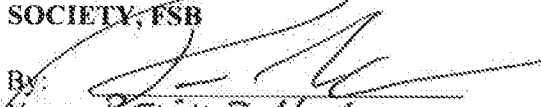
**RETIRING AGENT:**

**LLOYDS BANK PLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Duly Authorized Signatory

**SUCCESSOR AGENT:**

**WILMINGTON SAVINGS FUND  
SOCIETY, FSB**

By:   
Name: Patrick J. Healy  
Title: Senior Vice President

**GRANTORS:**

**SCHEDULED AIRLINES TRAFFIC  
OFFICES, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CWT US, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the date first above written.

**RETIRING AGENT:**

**LLOYDS BANK PLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Duly Authorized Signatory

**SUCCESSOR AGENT:**

**WILMINGTON SAVINGS FUND  
SOCIETY, FSB**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GRANTORS:**

**SCHEDULED AIRLINES TRAFFIC  
OFFICES, LLC**

By: \_\_\_\_\_  
Name: Nick Voumakis  
Title: Authorized Officer

**CWT US, LLC**

By: \_\_\_\_\_  
Name: Nick Voumakis  
Title: Authorized Officer

**EXHIBIT A**

Intellectual Property Security Agreement dated as of June 17, 2021; and

Second Lien Intellectual Property Security Agreement dated as of August 21, 2020.

Assignment of Intellectual Property Security Agreement

**EXHIBIT B**

Copyright Registrations

| <b>Grantor</b>  | <b>Title</b>  | <b>Registration No.</b> | <b>Registration Date</b> |
|---|---|-------------------------|--------------------------|
| Scheduled Airlines Traffic Offices, Inc.<br>(SatoTravel)        | Navigator   | TX0004239868            | 1996-04-03               |
| Scheduled Airlines Traffic Offices, Inc.,<br>d.b.a. Sato Travel | Sato Travel in Conjunction With MWR Leisure Travel / by Sato Travel, employer for hire of Marie G. Kelly, Kelly Productions     | PA0001397257            | 2012-08-16               |
| Scheduled Airlines Traffic Offices, Inc.,<br>d.b.a. Sato Travel | Sato Travel Leisure and Travel - San Francisco Version / by Sato Travel, employer for hire of Marie G. Kelly, Kelly Productions | PA0001397134            | 2012-08-16               |

Patents and Patent Applications

| <b>Grantor</b> | <b>Title</b>  | <b>Filing Date/<br/>Issued Date</b> | <b>Status</b> | <b>Application No.</b> | <b>Patent No.</b> |
|----------------|---|-------------------------------------|---------------|------------------------|-------------------|
| CWT US, LLC    | System and method for determining the origin and destination services of a travel itinerary | 2006-09-05/<br>United States        | Expired       | 09603969               | 7103558           |

Trademark Registrations and Applications

| <b>Grantor</b> | <b>Trademark Name</b> | <b>Filing Date/<br/>Issued Date/<br/>Jurisdiction</b> | <b>Status</b> | <b>Registration No.</b> |
|----------------|-----------------------|---|---------------|-------------------------|
|----------------|-----------------------|---|---------------|-------------------------|

Assignment of Intellectual Property Security Agreement



|   |                   |                              |            |         |
|---|-------------------|------------------------------|------------|---------|
| Scheduled Airlines Traffic Offices, LLC | SATO              | 1993-04-20/<br>United States | Registered | 1766257 |
| Scheduled Airlines Traffic Offices, LLC | SATO<br>TRAVEL    | 2003-02-25/<br>United States | Registered | 2690293 |
| Scheduled Airlines Traffic Offices, LLC | SATO<br>VACATIONS | 2015-10-20/<br>United States | Registered | 4835995 |

Assignment of Intellectual Property Security Agreement