

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM681934

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TM Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hotelbeds Spain, S.L.U.		10/18/2021	S.L.U.: SPAIN
RECEIVING PARTY DATA			
Name:	UniCredit Bank AG, London Branch, as Security Agent		
Street Address:	Moor House, 120 London Wall		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2Y 5ET		
Entity Type:	Bank: UNITED KINGDOM		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2990910	HOTELBEDS	
Registration Number:	2985893	BEDSONLINE	
Registration Number:	6429870	TRAVEL STACK BY HOTELBEDS	
Registration Number:	6338598	TRAVEL STACK BY HOTELBEDS	
Serial Number:	90034773	SAFE2STAY BY HOTELBEDS	
Registration Number:	3033446	HOTELBEDS ACCOMMODATION & DESTINATION SE	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	10/19/2021		
Total Attachments: 7			

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This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT is dated as of October 18, 2021, among Hotelbeds Spain, S.L.U., an entity of Spanish nationality duly incorporated under the laws of Spain with its registered office at Complejo Mirall Balear – Torre A, 5ª. Planta, 6A – 4A Camí de Son Fangos, 100 – 07007 Palma de Mallorca, registered in the Mercantile Register of Palma de Mallorca with tax identification number B-28916765 (herein referred to as the "Grantor") (as successor by merger to Hotelbeds Group, S.L.U., the "Previous Grantor"), and UniCredit Bank AG, London Branch, as security agent (the "Security Agent", which expression shall include its successors, assigns and transferees).

WHEREAS, HNVR Midco Limited (the "Parent") is a party to that certain senior facilities agreement dated July 11, 2016 between, among others, the Parent, HNVR Holdco Limited, UniCredit Bank AG, London Branch as security agent, and the financial institutions named therein as lenders (as amended, supplemented or otherwise modified from time to time, the "Senior Facilities Agreement"), pursuant to which, among other things, the Lenders (as defined in the Senior Facilities Agreement) have agreed to make loans or otherwise to extend credit to the Original Borrowers (as defined in the Senior Facilities Agreement) upon the terms and subject to the conditions specified in the Senior Facilities Agreement and the Previous Grantor has agreed to guarantee the obligations of the Finance Parties (as defined in the Senior Facilities Agreement) under the Finance Documents (as defined in the Senior Facilities Agreement);

WHEREAS, pursuant to (i) a Security Agreement dated December 7, 2016 (as supplemented by the Confirmatory Security Agreement between the Grantor and the Security Agent, dated October 18, 2021, and as may be further amended, supplemented or otherwise modified from time to time, the "2016 Security Agreement") entered into between the Previous Grantor and the Security Agent and (ii) certain other Transaction Security Documents (including the Intellectual Property Security Agreement Supplement entered into between the Previous Grantor and the Security Agent, dated as of December 7, 2016 (the "2016 IP Security Agreement Supplement"), and this Intellectual Property Security agreement Supplement (the "2021 IP Security Agreement Supplement")), the Previous Grantor has secured the Secured Obligations (as defined in the 2016 Security Agreement) by granting to the Security Agent as security agent for the benefit of Secured Parties (as defined in the 2016 Security Agreement) a continuing security interest in all right, title and interest of the Previous Grantor in, to and under the Intellectual Property Collateral (as defined below);

WHEREAS, in order to simplify the holding structure of the group, the group implemented a reverse merger of Hotelbeds Holding, S.L.U. and the Previous Grantor into the Grantor (the "Merger"); and

WHEREAS, pursuant to the Merger, the Grantor assumed all of the rights and obligations of the Previous Grantor under the 2016 Security Agreement and the 2016 IP Security Agreement Supplement, including ownership, and in the case of licenses will become a party to, the Intellectual Property Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Security Agent, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the 2016 Security Agreement) located in the United States owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the 2016 Security Agreement) located in the United States to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of, intellectual property rights in connection with any injury to, or infringement or dilution of any Trademark located in the United States owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto) or for the goodwill associated with any of the foregoing; and

(iv) all rights and benefits of the Grantor under any Trademark License located in the United States (including, without limitation, any Trademark License identified in Schedule 1 hereto).

The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this 2021 IP Security Agreement upon request by the Security Agent.

The Grantor irrevocably constitutes and appoints the Security Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Security Agent's name, from time to time, in the Security Agent's discretion, so long as any Enforcement Event (as defined in the 2016 Security Agreement) shall have occurred, to take with respect to the Intellectual Property Collateral any and all appropriate action which the Grantor might be entitled to take with respect to the Intellectual Property Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this 2021 IP Security Agreement Supplement and to accomplish the purposes hereof. The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Security Agent pursuant to the 2016 Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the 2016 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This 2021 IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York. The Grantor agrees that any suit for the enforcement of this 2021 IP Security Agreement Supplement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in the 2016 Security Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

This 2021 IP Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this 2021 IP Security Agreement Supplement and those of the 2016 Security Agreement, the 2016 Security Agreement shall prevail. Delivery of an executed counterpart of a signature page of this 2021 IP Security Agreement Supplement by electronic transmission shall be effective as delivery of a manually executed counterpart of this 2021 IP Security Agreement Supplement.

[Remainder of page left blank intentionally; signatures follow.]

IN WITNESS WHEREOF, the Grantor has caused this 2021 IP Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the date first mentioned above.


HOTELBEDS SPAIN, S.L.U.,
AS GRANTOR

By: 

Name: Noemi Navarro
Title: Legal & Compliance Director
Legal Representative

Acknowledged:

UNICREDIT BANK AG, LONDON BRANCH,
as Security Agent

By:  _____

Name:	Russell Winston	Andrew Osborne
Title:	Director	Director

SCHEDULE 1

TRADEMARK REGISTRATIONS

Trademark	Registration / Serial No.	Registration / Filing Date
HOTELBEDS	2990910	09/06/2005
BEDSONLINE	2985893	08/16/2005
TRAVEL STACK BY HOTELBEDS	6429870	07/20/2021
TRAVEL STACK BY HOTELBEDS	6338598	05/04/2021
STAY2SAFE BY HOTELBEDS	90034773	07/03/2020
HOTELBEDS	6071742	06/09/2020
BEDSONLINE	6061016	05/26/2020
BEYOND THE BED	6071744	06/09/2020
HOTELBEDS ACCOMMODATION & DESTINATION SERVICES	3033446	12/27/2005