

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM689366

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest Recorded at Reel 7434/Frame 0752

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilmington Savings Fund Society, FSB, as Security Agent		11/19/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Scheduled Airlines Traffic Offices, LLC
Street Address:	4300 Wilson Blvd., Suite 500
City:	Arlington
State/Country:	VIRGINIA
Postal Code:	22203
Entity Type:	Limited Liability Company: DELAWARE
Name:	CWT US, LLC
Street Address:	701 Carlson Parkway
City:	Minnetonka
State/Country:	MINNESOTA
Postal Code:	55305
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1766257	SATO
Registration Number:	2690293	SATOTRAVEL
Registration Number:	4835995	SATO VACATIONS

CORRESPONDENCE DATA

Fax Number: 7036106200

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: 7036106100

Email: HLDCTMGroup@hoganlovells.com

Correspondent Name: Greta D. Feldman, Hogan Lovells US LLP

Address Line 1: Attn: Box Intellectual Property

Address Line 2: 8350 Broad Street, 17th Floor

TRADEMARK

Address Line 4:	Tysons, VIRGINIA 22102
ATTORNEY DOCKET NUMBER:	775072.000001
NAME OF SUBMITTER:	Greta D. Feldman
SIGNATURE:	/Greta D. Feldman/
DATE SIGNED:	11/19/2021
Total Attachments: 4 source=WSFS - Termination and Release of Security Interest in Trademarks (Executed)#page1.tif source=WSFS - Termination and Release of Security Interest in Trademarks (Executed)#page2.tif source=WSFS - Termination and Release of Security Interest in Trademarks (Executed)#page3.tif source=WSFS - Termination and Release of Security Interest in Trademarks (Executed)#page4.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of November 19, 2021 (“**Release**”), is made by Wilmington Savings Fund Society, FSB, as Security Agent (“**Security Agent**”), in favor of Scheduled Airlines Traffic Offices, LLC and CWT US, LLC (collectively, “**Grantors**”).

WHEREAS, pursuant to (i) 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 “**Security Agreements**”) and (ii) that certain Assignment of Intellectual Property Security Agreements dated as of September 3, 2021 (the “**Assignment Agreement**”, and collectively with the Security Agreements, the “**Agreements**”) by and among the Grantors, Security Agent, and others party thereto, Grantor granted to the Security Agent a security interest in all of the Grantors’ right, title and interest in, to and under the IP Collateral (as defined in each respective Security Agreement), including without limitation the trademarks set forth in Exhibit B attached hereto (the “**Trademarks**”); and

WHEREAS, the Assignment Agreement was recorded at the United States Patent and Trademark Office (“**USPTO**”) on September 28, 2021 at Reel 7434 Frame 0752.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Security Agent and Grantors agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Agreements.

SECTION 2. Termination and Release. Security Agent, without representation, warranty, or recourse, hereby:

(a) terminates the Security Agreements and unconditionally and irrevocably terminates, cancels, discharges, and releases the security interests granted by the Grantors in favor of the Security Agent in and to the IP Collateral and all rights, title and interests in, to and under the IP Collateral, including, but not limited to, in each case, the Trademarks set forth in Exhibit B attached hereto, granted pursuant to the Agreements; and

(b) authorizes the recordation of this Release with the USPTO at Grantors’ expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 4. Capacity. Under this Release, Wilmington Savings Fund Society, FSB is a party not in its individual or corporate capacity, but solely in its capacity as the Security Agent under the Credit Agreement, and as Security Agent, shall be entitled to all of the rights, privileges, immunities and indemnities granted to it under the Agreements, as if such rights, privileges, immunities and indemnities were set forth herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Security Agent has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Security Agent:

Wilmington Savings Fund Society, FSB, as Security Agent

By: 
Name: John McNichol
Title: Trust 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.

Exhibit B

**U.S. Trademarks Subject to Security Interest
Granted by Scheduled Airlines Traffic Offices, LLC and CWT US, LLC
In Favor of Wilmington Savings Fund Society, FSB, as Security Agent
Recorded September 28, 2021 at Reel 7434 Frame 0752**

Trademark Registrations

Mark	Reg. No.	Date
SATO	1766257	04/20/1993
SATO TRAVEL	2690293	02/25/2003
SATO VACATIONS	4835995	10/20/2015