

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM704478

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (2019)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association, as Agent		01/21/2022	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Travel Tripper LLC
Street Address:	622 Third Avenue, 12th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3392989	TRAVEL TRIPPER
Registration Number:	3392990	REZTRIP
Registration Number:	2315311	NETREZ
Registration Number:	2364966	REZVIEW
Registration Number:	3881931	PEGASUS SOLUTIONS
Serial Number:	87583232	PEGASUS SOLUTIONS
Serial Number:	87583196	PEGASUS
Serial Number:	87583081	PEGASUS
Registration Number:	5578389	
Serial Number:	87533309	UTELL

CORRESPONDENCE DATA

Fax Number:

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: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: JAY DASILVA

Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712

OP \$265.00 3392989

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER: 1578082 TM B

NAME OF SUBMITTER: Sarah Mackin

SIGNATURE: /Sarah Mackin/

DATE SIGNED: 01/25/2022

Total Attachments: 11

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS
(2019)**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (2019)**, dated as of January 21, 2022 (“Release”), is made by Wells Fargo Bank, National Association, as Agent (“Agent”) in favor of TRAVEL TRIPPER LLC, a Delaware limited liability company (“Grantor”).

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of December 2, 2019 (as amended, restated, amended and restated, extended, supplemented, or otherwise modified in writing from time to time, the “Security Agreement”) by and among the Grantor, Agent, and others party thereto, Grantor granted to the Agent, for the benefit of the Lender Group and the Bank Providers, a continuing security interest in, and a right to set off against, any and all right, title and interest of Grantor in and to all Trademarks, Trademark Licenses and Proceeds of the foregoing (collectively, “Trademark Collateral”); and

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered to Agent, for the benefit of the Lender Group and the Bank Providers, the Notice of Grant of Security Interest in Trademarks recorded at the United States Patent and Trademark Office (“USPTO”) on December 9, 2019 at Reel: 6811 Frame: 0005 (the “Notice”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent, on behalf of the Lender Group and the Bank Providers, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

SECTION 2. Termination and Release. Agent, on behalf of the Lender Group and the Bank Providers, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the continuing security interest in, and the right to set off against, any and all right, title and interest of Grantor in and to all Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and

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

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

IN WITNESS WHEREOF, the Agent, on behalf of the Lender Group and the Bank Providers, has caused this Termination and Release of Security Interest in Trademarks (2019) to be duly executed as of the date first set forth above.

AGENT:

Wells Fargo Bank, National Association, as Agent

By:  _____

Name: D'Andre Dina

Title: Director

Schedule A



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

DECEMBER 10, 2019

PTAS

MORGAN, LEWIS & BOCKIUS LLP
1111 PENNSYLVANIA AVENUE, NW
WASHINGTON, DC 20004

900526207

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 12/09/2019

REEL/FRAME: 6811/0005
NUMBER OF PAGES: 8

BRIEF: TRADEMARK SECURITY AGREEMENT

DOCKET NUMBER: 058438.14-0765

ASSIGNOR:

TRAVEL TRIPPER LLC

DOC DATE: 12/02/2019

CITIZENSHIP: DELAWARE

ENTITY: LIMITED LIABILITY COMPANY

ASSIGNEE:

WELLS FARGO BANK, NATIONAL
ASSOCIATION
125 HIGH STREET, 11TH FLOOR
BOSTON, MASSACHUSETTS 02110

CITIZENSHIP: UNITED STATES

ENTITY: NATIONAL BANKING ASSOCIATION

SERIAL NUMBER: 75381156

FILING DATE: 10/29/1997

REGISTRATION NUMBER: 2315311

REGISTRATION DATE: 02/08/2000

MARK: NETREZ

DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 75381349

FILING DATE: 10/29/1997

REGISTRATION NUMBER: 2364966

REGISTRATION DATE: 07/04/2000

MARK: REZVIEW

DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 76326776 FILING DATE: 10/17/2001
REGISTRATION NUMBER: 3881931 REGISTRATION DATE: 11/30/2010
MARK: PEGASUS SOLUTIONS
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 78697091 FILING DATE: 08/21/2005
REGISTRATION NUMBER: 3392989 REGISTRATION DATE: 03/04/2008
MARK: TRAVEL TRIPPER
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 78697097 FILING DATE: 08/21/2005
REGISTRATION NUMBER: 3392990 REGISTRATION DATE: 03/04/2008
MARK: REZTRIP
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 87533309 FILING DATE: 07/19/2017
REGISTRATION NUMBER: 5927081 REGISTRATION DATE: 12/03/2019
MARK: UTELL
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 87583081 FILING DATE: 08/24/2017
REGISTRATION NUMBER: REGISTRATION DATE:
MARK: PEGASUS
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 87583196 FILING DATE: 08/24/2017
REGISTRATION NUMBER: REGISTRATION DATE:
MARK: PEGASUS
DRAWING TYPE: AN ILLUSTRATION DRAWING WITH WORD(S) /LETTER(S)/ NUMBER(S) IN
STYLIZED FORM

SERIAL NUMBER: 87583216 FILING DATE: 08/24/2017
REGISTRATION NUMBER: 5578389 REGISTRATION DATE: 10/09/2018
MARK:
DRAWING TYPE: AN ILLUSTRATION DRAWING WITHOUT ANY WORDS(S)/ LETTER(S)
/NUMBER(S)

SERIAL NUMBER: 87583232 FILING DATE: 08/25/2017
REGISTRATION NUMBER: REGISTRATION DATE:
MARK: PEGASUS SOLUTIONS
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)
/NUMBER(S)

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 2nd day of December, 2019, by and between **TRAVEL TRIPPER LLC**, a Delaware limited liability company (the “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 2, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among the Grantor (together with those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a “Lender”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that the Grantor shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of December 2, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantor is required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of the Grantor’s right,

title and interest in and to the following (except to the extent any of the following constitutes Excluded Collateral), whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its United States registered and applied for Trademarks, including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks (except any trademark that constitutes Excluded Collateral), the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor (except any such new trademark rights that constitute Excluded Collateral). Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by

different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

TRAVEL TRIPPER LLC,
a Delaware limited liability company

By: 
Name: Gautam Lulla
Title: President and Chief Operating Officer


[Signature page to Trademark Security Agreement]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By:

Name: 
Brian Velardo
Its Authorized Signatory

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 007567 FRAME: 0269

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Travel Tripper LLC	United States	TRAVEL TRIPPER	3392989	3/4/2008
Travel Tripper LLC	United States	REZTRIP	3392990	3/4/2008
Travel Tripper LLC	United States	NETREZ	2315311	2/8/2000
Travel Tripper LLC	United States	REZVIEW	2364966	7/4/2000
Travel Tripper LLC	United States	PEGASUS SOLUTIONS	3881931	11/30/2010
Travel Tripper LLC	United States	PEGASUS SOLUTIONS (logo)	87583232	8/25/2017
Travel Tripper LLC	United States	PEGASUS (logo)	87583196	8/24/2017
Travel Tripper LLC	United States	PEGASUS (word mark)	87583081	8/24/2017
Travel Tripper LLC	United States	PEGASUS (symbol)	5578389	10/09/2018
Travel Tripper LLC	United States	UTELL	87533309	7/19/2017