

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM719109

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LAKELAND FINANCE, LLC		04/01/2022	Limited Liability Company: DELAWARE
LAKELAND TOURS, LLC		04/01/2022	Limited Liability Company: DELAWARE
LEADERSHIP PLATFORM ACQUISITION CORPORATION		04/01/2022	Corporation: DELAWARE
OXBRIDGE ACADEMIC RESOURCES, LLC		04/01/2022	Limited Liability Company: DELAWARE
EXPLORICA INC.		04/01/2022	Corporation: DELAWARE
INTERNATIONAL STUDIES ABROAD, LLC		04/01/2022	Limited Liability Company: DELAWARE
BRIGHTSPARK TRAVEL, INC.		04/01/2022	Corporation: DELAWARE
TRAVEL TURF, INC.		04/01/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	HPS INVESTMENT PARTNERS, LLC, as Administrative Agent
Street Address:	40 WEST 57TH STREET, 33RD FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 54

Property Type	Number	Word Mark
Registration Number:	2643884	WORLDSTRIDES
Registration Number:	3414331	DISCOVERY FOR CREDIT
Registration Number:	3479690	AHSTF
Registration Number:	4729497	DISCOVERY JOURNAL
Registration Number:	3985552	ICTF
Registration Number:	4065915	AHSTF AMERICAN HIGH SCHOOL THEATRE FESTI
Registration Number:	4005386	FESTIVAL OF GOLD

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3003906	AMERICAN HIGH SCHOOL THEATRE FESTIVAL
Registration Number:	1705458	EFS
Registration Number:	2893245	CHRISTIAN DISCOVERIES
Registration Number:	3125754	BOWL GAMES OF AMERICA
Registration Number:	2483003	LEAP
Registration Number:	5293843	
Registration Number:	5184503	
Registration Number:	3179823	ADVENTURES AMERICA
Registration Number:	3185966	GET TRAVEL
Registration Number:	3206890	WORLDPASS TRAVEL GROUP
Registration Number:	1667871	GRAD NIGHT TOURS
Registration Number:	2174712	USA STUDENT TRAVEL
Registration Number:	5289601	USA STUDENT TRAVEL SINCE 1976
Registration Number:	6194902	
Registration Number:	6194903	
Registration Number:	5170612	CARPE FUTURUM
Registration Number:	5017948	CHASE THE RACE
Registration Number:	5134609	CHASE THE RACE
Registration Number:	5134610	CHASE THE RACE
Registration Number:	4851727	ENVISION
Registration Number:	4860201	E ENVISION LEADERSHIP SCHOLARSHIP CA
Registration Number:	2712281	JUNIOR NATIONAL YOUNG LEADERS CONFERENCE
Registration Number:	2663828	ENVISION EMI
Registration Number:	2656907	ENVISION EDUCATE MOTIVATE INSPIRE
Registration Number:	2389528	NATIONAL YOUTH LEADERSHIP FORUM
Registration Number:	4758902	OXBRIDGE ACADEMIC PROGRAMS
Registration Number:	3945290	E
Registration Number:	3859225	EXPLORICA
Registration Number:	2732669	EXPLORICA
Registration Number:	2427778	INTERNATIONAL STUDIES ABROAD
Registration Number:	3907565	THE EXPERIENCE IS EVERYTHING
Registration Number:	4352272	TRAVEL. LEARN.
Registration Number:	2743226	TOUR DIARY
Registration Number:	3873140	TOUR CENTER
Registration Number:	3032237	THE WORLD AWAITS...
Registration Number:	3855273	ISA
Registration Number:	2359098	ISA
Registration Number:	4132446	BRIGHTSPARK

Property Type	Number	Word Mark
Registration Number:	4238124	BRIGHTSPARK
Registration Number:	4146214	DANCE THE WORLD
Registration Number:	5476428	DANCE THE WORLD
Registration Number:	3099515	NATIONAL PERFORMING ARTS FESTIVAL
Registration Number:	3249490	WORLD CLASS VACATIONS
Registration Number:	6117997	
Registration Number:	6351430	WORLD CLASS VACATIONS
Serial Number:	88427163	WORLDPASS
Serial Number:	88427206	WORLDPASS PASSPORT

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	34408.00082
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	04/05/2022

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of April 1, 2022 (this "Agreement"), among LAKELAND FINANCE, LLC, LAKELAND TOURS, LLC, LEADERSHIP PLATFORM ACQUISITION CORPORATION, OXBRIDGE ACADEMIC RESOURCES, LLC, EXPLORICA INC., INTERNATIONAL STUDIES ABROAD, LLC, BRIGHTSPARK TRAVEL, INC., TRAVEL TURF, INC. (each a "Grantor") and HPS INVESTMENT PARTNERS, LLC, in its capacities as administrative agent and collateral agent for the Secured Parties under the Credit Agreement (as defined below) (in such capacities, the "Administrative Agent").

WHEREAS, reference is made to (a) the Priority Facility Credit Agreement, dated as of April 1, 2022 (as amended, amended and restated, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among LAKELAND TOURS, LLC, a Delaware limited liability company (the "Borrower"), LAKELAND FINANCE, LLC, a Delaware limited liability company ("Holdings"), the Lenders from time to time party thereto and the Administrative Agent, and (b) the Pledge and Security Agreement dated as of April 1, 2022 (the "Security Agreement"), by and among Holdings, the Borrower, the Subsidiary Parties from time to time party thereto and the Administrative Agent;

WHEREAS, the Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, each Grantor is willing to execute and deliver this Agreement as consideration for such extensions of credit.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or, if not defined therein, the Credit Agreement. Section 1.03 of the Credit Agreement is incorporated herein by reference *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full in cash of the Secured Obligations, each Grantor hereby pledges and grants to the Administrative Agent, its successors and permitted assigns, on behalf of and for the benefit of the Secured Parties, a continuing security interest (the "Security Interest") in all of its right in, and title and interest to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I hereto, and any and all proceeds thereof (the "Collateral").

SECTION 3. Security Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security 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 counterpart of a signature page to this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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See attached.

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

BRIGHTSPARK TRAVEL, INC.,
EXPLORICA INC.
INTERNATIONAL STUDIES ABROAD, LLC
LAKELAND FINANCE, LLC
LAKELAND TOURS, LCC
LEADERSHIP PLATFORM ACQUISITION
CORPORATION
OXBRIDGE ACADEMIC RESOURCES, LLC
TRAVEL TURF, INC., each as Grantor

DocuSigned by:
Bob Gogel
By: _____
Name: Robert Gogel
Title: Chief Executive Officer

HPS INVESTMENT PARTNERS, LLC, as
Administrative Agent




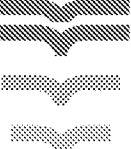

By: 

Name: Vali D. Shokrgozar

Title: Managing Director

**TRADE NAMES, TRADEMARKS, SERVICES MARKS, TRADEMARK AND SERVICE MARK
REGISTRATIONS AND APPLICATIONS FOR TRADEMARK AND SERVICE MARK
REGISTRATIONS**

Registered Owner	Trademark	Filing Date	Reg. No.	Reg. Date
Lakeland Finance, LLC	WORLDSTRIDES	24-Jul-2000	2643884	29-Oct-2002
Lakeland Finance, LLC	DISCOVERY FOR CREDIT	03-Aug-2007	3414331	22-Apr-2008
Lakeland Finance, LLC	AHSTF	12-Nov-2007	3479690	05-Aug-2008
Lakeland Finance, LLC	DISCOVERY JOURNAL	12-Mar-2008	4729497	05-May-2015
Lakeland Finance, LLC	ICTF 	23-Nov-2010	3985552	28-Jun-2011
Lakeland Finance, LLC		11-Nov-2010	4065915	06-Dec-2011
Lakeland Finance, LLC	FESTIVAL OF GOLD	15-Nov-2010	4005386	02-Aug-2011
Lakeland Finance, LLC	AMERICAN HIGH SCHOOL THEATRE FESTIVAL	19-Mar-2004	3003906	04-Oct-2005
Lakeland Finance, LLC	EFS	18-Apr-1991	1705458	04-Aug-1992
Lakeland Finance, LLC	CHRISTIAN DISCOVERIES	22-Apr-2003	2893245	12-Oct-2004
Lakeland Finance, LLC	 BOWL GAMES OF AMERICA	25-Aug-2004	3125754	08-Aug-2006
Lakeland Finance, LLC	LEAP 	29-Dec-1998	2483003	28-Aug-2001

Registered Owner	Trademark	Filing Date	Reg. No.	Reg. Date
Lakeland Finance, LLC		26-Feb-2016	5293843	26-Sep-2017
Lakeland Finance, LLC		18-Feb-2016	5184503	18-Apr-2017
Lakeland Tours LLC	ADVENTURES AMERICA	26-Jun-2005	3179823	05-Dec-2006
Lakeland Tours LLC	GET TRAVEL	25-Jun-2005	3185966	19-Dec-2006
Lakeland Tours LLC	WORLDPASS TRAVEL GROUP	26-May-2005	3206890	06-Feb-2007
Lakeland Tours LLC	GRAD NIGHT TOURS	19-Oct-1990	1667871	10-Dec-1991
Lakeland Tours LLC	USA STUDENT TRAVEL	28-Apr-1997	2174712	21-Jul-1998
Lakeland Tours LLC		20-Jan-2017	5289601	19-Sep-2017
Lakeland Finance, LLC		27-Apr-2020	6194902	10-Nov-2020
Lakeland Finance, LLC		27-Apr-2020	6194903	10-Nov-2020
Leadership Platform Acquisition Corporation d/b/a Envision EMI, Inc.	CARPE FUTURUM	15-Aug-2016	5170612	28-Mar-2017
Leadership Platform Acquisition Corporation d/b/a Envision EMI, Inc.	CHASE THE RACE	06-Jan-2016	5017948	09-Aug-2016
Leadership Platform Acquisition Corporation d/b/a Envision EMI, Inc.	CHASE THE RACE	06-Jan-2016	5134609	31-Jan-2017

Registered Owner	Trademark	Filing Date	Reg. No.	Reg. Date
Leadership Platform Acquisition Corporation d/b/a Envision EMI, Inc.	CHASE THE RACE	07-Jan-2016	5134610	31-Jan-2017
Leadership Platform Acquisition Corporation	ENVISION	22-Aug-2013	4851727	10-Nov-2015
Leadership Platform Acquisition Corporation		22-Aug-2013	4860201	24-Nov-2015
Leadership Platform Acquisition Corporation	JUNIOR NATIONAL YOUNG LEADERS CONFERENCE	17-Oct-2002	2712281	29-Apr-2003
Leadership Platform Acquisition Corporation	ENVISION EMI	08-Feb-2000	2663828	17-Dec-2002
Leadership Platform Acquisition Corporation		08-Feb-2000	2656907	03-Dec-2002
Leadership Platform Acquisition Corporation d/b/a Envision EMI, Inc.	NATIONAL YOUTH LEADERSHIP FORUM	10-May-1999	2389528	26-Sep-2000
Oxbridge Academic Resources, LLC	 OXBRIDGE ACADEMIC PROGRAMS	30-Jul-2014	4758902	23-Jun-2015
Explorica, Inc.		21-Sep-2009	3945290	12-Apr-2011
Explorica, Inc.		21-Sep-2009	3859225	12-Oct-2010

Registered Owner	Trademark	Filing Date	Reg. No.	Reg. Date
Explorica, Inc.	EXPLORICA 	13-Jul-2000	2732669	01-Jul-2003
International Studies Abroad, LLC	INTERNATIONAL STUDIES ABROAD	28-Jan-1998	2427778	13-Feb-2001
Explorica, Inc.	THE EXPERIENCE IS EVERYTHING 	03-Jun-2010	3907565	18-Jan-2011
Explorica, Inc.	TRAVEL. LEARN.	27-May-2010	4352272	18-Jun-2013
Explorica, Inc.	TOUR DIARY	19-Dec-2000	2743226	29-Jul-2003
Explorica, Inc.	TOUR CENTER	29-Mar-2010	3873140	09-Nov-2010
International Studies Abroad, LLC	 THE WORLD AWAITS...	20-Dec-2004	3032237	20-Dec-2005
International Studies Abroad, LLC		08-Apr-2009	3855273	05-Oct-2010
International Studies Abroad, LLC	ISA	28-Jan-1998	2359098	20-Jun-2000
Brightspark Travel, Inc.	 BRIGHTSPARK	19-May-2010	4132446	24-Apr-2012
Brightspark Travel, Inc.		18-May-2010	4238124	06-Nov-2012
Travel Turf, Inc. DBA World Class Vacations	DANCE THE WORLD	22-Sep-2011	4146214	22-May-2012

Registered Owner	Trademark	Filing Date	Reg. No.	Reg. Date
Travel Turf, Inc. DBA World Class Vacations		12-Dec-2016	5476428	22-May-2018
Brightspark Travel, Inc.	NATIONAL PERFORMING ARTS FESTIVAL	22-Feb-2005	3099515	30-May-2006
Travel Turf, Inc. DBA World Class Vacations		02-Aug-2006	3249490	05-Jun-2007
Travel Turf, Inc.		16-Jan-2020	6117997	04-Aug-2020
Travel Turf, Inc.	WORLD CLASS VACATIONS	16-Jan-2020	6351430	18-May-2021

TRADEMARK APPLICATIONS

MARK	SERIAL NO.	APPLICATION DATE	OWNER
WORLDPASS	88/427163 (ITU)	05/13/2019	LAKELAND TOURS LLC
WORLDPASS PASSPORT	88/427206 (ITU)	05/13/2019	LAKELAND TOURS LLC