

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM731073

<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>
CENTRAL DYNAMICS, LLC		05/27/2022	Limited Liability Company: DELAWARE
NEXTGUEST, INC.		05/27/2022	Corporation: NEW YORK
TRAVEL TRIPPER LLC		05/27/2022	Limited Liability Company: DELAWARE
CENDYN GROUP, LLC		05/27/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., a collateral agent		
<b>Street Address:</b>	10 South Dearborn, Floor L2		
<b>Internal Address:</b>	Suite IL1-0480		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603-2300		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 30</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3302004	CENDYN	
<b>Registration Number:</b>	5021310	CENDYN ONE	
<b>Registration Number:</b>	5021311	CENDYN/ONE	
<b>Registration Number:</b>	5663907	ECONNECTIVITY	
<b>Registration Number:</b>	5036540	EINSIGHT	
<b>Registration Number:</b>	3845766	EUPGRADE	
<b>Registration Number:</b>	3936088	EPROPOSAL	
<b>Registration Number:</b>	4200226	ELEADS	
<b>Registration Number:</b>	4228031	RFP TOOL KIT	
<b>Registration Number:</b>	4535080	UORDER ONLINE	
<b>Registration Number:</b>	4567242	EP LITE	
<b>Registration Number:</b>	5981629	HEBS DIGITAL	
<b>Registration Number:</b>	5033337	META SEARCH GATEWAY	

CH \$765.00 3302004

Property Type	Number	Word Mark
Registration Number:	5707153	NEXTGUEST
Registration Number:	5707154	NEXTGUEST TECHNOLOGIES
Registration Number:	5028733	SMARTCMS
Registration Number:	3392989	TRAVEL TRIPPER
Registration Number:	3392990	REZTRIP
Registration Number:	2315311	NETREZ
Registration Number:	2364966	REZVIEW
Registration Number:	3881931	PEGASUS SOLUTIONS
Serial Number:	87583081	PEGASUS
Serial Number:	87583216	
Serial Number:	87533309	UTELL
Serial Number:	90318923	RATE MATCH
Registration Number:	4245858	GROUPREV
Registration Number:	4246046	GUESTREV
Serial Number:	88355285	CENDYN ECONCIERGE
Serial Number:	90792683	CENDYN HOSPITALITY CLOUD
Serial Number:	90792694	STARLING

#### 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: 3127018637

Email: IPDocket@mayerbrown.com

Correspondent Name: William R. Siegel, Mayer Brown LLP

Address Line 1: P.O. BOX 2828

Address Line 4: CHICAGO, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER:	22706642
NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	05/30/2022

#### Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 27, 2022 (as amended, supplemented, amended and restated or otherwise modified from time to time, this “Agreement”), is made by each of CENTRAL DYNAMICS, LLC, a Delaware limited liability company, NEXTGUEST, INC., a New York corporation, TRAVEL TRIPPER LLC, a Delaware limited liability company and CENDYN GROUP, LLC, a Delaware limited liability company (“Cendyn”) (collectively, the “Grantors”, and each a “Grantor”), in favor of JPMORGAN CHASE BANK, N.A., as the collateral agent (together with its successor(s) thereto in such capacity, the “Collateral Agent”) for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of May 27, 2022 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Credit Agreement”), by and among Cendyn as the Borrower, the other Grantors, the other Loan Parties party thereto, the Lenders from time to time party thereto and JPMorgan Chase Bank, N.A. as the Administrative Agent, Collateral Agent and Lender, the Lenders have agreed to extend Loans to the Borrower;

WHEREAS, in connection with the Credit Agreement, each Grantor has executed and delivered a Security Agreement, dated as of May 27, 2022 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, each Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees, for the benefit of the Collateral Agent and each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the Secured Obligations, each Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers, as applicable, to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, and hereby grants to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by such Grantor (the “Trademark Collateral”):

(a) (i) all of its Trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to such Grantor of any right to use any Trademark, including each Trademark license referred to in Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all Proceeds of, and rights associated with, the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the ratable benefit of each other Secured Parties under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.


SECTION 8. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

\* \* \* \* \*

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered by its proper and duly authorized officer as of the date set forth below.

**GRANTORS:**


**TRAVEL TRIPPER LLC**

DocuSigned by:  
By:   
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Name: David Cusimano

Title: Vice President


**CENTRAL DYNAMICS, LLC**

DocuSigned by:  
By:   
2464EC48E4224F2...

Name: David Cusimano

Title: Vice President

**CENDYN GROUP, LLC**

DocuSigned by:  
By:   
2464EC48E4224F2...

Name: David Cusimano

Title: Vice President

**NEXTGUEST, INC.**

By: \_\_\_\_\_

Name: Tim Sullivan

Title: Chief Executive Officer

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered by its proper and duly authorized officer as of the date set forth below.

**GRANTORS:**

**TRAVEL TRIPPER LLC**

By: \_\_\_\_\_

Name: David Cusimano

Title: Vice President

**CENTRAL DYNAMICS, LLC**

By: \_\_\_\_\_

Name: David Cusimano

Title: Vice President

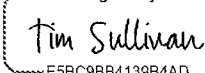
**CENDYN GROUP, LLC**

By: \_\_\_\_\_

Name: David Cusimano

Title: Vice President

**NEXTGUEST, INC.**

By:  \_\_\_\_\_  
E5BC9BB4139B4AD...

Name: Tim Sullivan

Title: Chief Executive Officer

JPMORGAN CHASE BANK, N.A.,  
as Collateral Agent

By: *Cameron Gray*  
Name: Cameron Gray  
Title: Authorized Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007736 FRAME: 0942**



SCHEDULE I

**Registered Trademarks**

<b><u>Grantor</u></b>	<b><u>Trademark</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Registration #</u></b>	<b><u>Registration Date</u></b>
Central Dynamics, LLC	CENDYN	United States of America	3302004	Oct 2, 2007
Central Dynamics, LLC	CENDYN ONE (and Design)	United States of America	5021310	Aug 16, 2016
Central Dynamics, LLC	CENDYN/ONE	United States of America	5021311	Aug 16, 2016
Central Dynamics, LLC	ECONNECTIVITY	United States of America	5663907	Jan 29, 2019
Central Dynamics, LLC	EINSIGHT	United States of America	5036540	Sep 6, 2016
Central Dynamics, LLC	EUPGRADE	United States of America	3845766	Sep 7, 2010
Central Dynamics, LLC	EPROPOSAL (SUPP.)	United States of America	3936088	Mar 22, 2011
Central Dynamics, LLC	ELEADS (SUPP.)	United States of America	4200226	Aug 28, 2012
Central Dynamics, LLC	REP TOOL KIT (SUPP.)	United States of America	4228031	Oct 16, 2012
Central Dynamics, LLC	UORDER ONLIN (SUPP.)	United States of America	4535080	May 20, 2014
Central Dynamics, LLC	EP LITE	United States of America	4567242	Jul 15, 2015
NextGuest, Inc.	HEBS DIGITAL	United States of America	5981629	2/11/2020
NextGuest, Inc.	META SEARCH GATEWAY	United States of America	5033337	8/30/2016
NextGuest, Inc.	NEXTGUEST	United States of America	5707153	3/26/2019
NextGuest, Inc.	NEXTGUEST TECHNOLOGIES	United States of America	5707154	3/26/2019
NextGuest, Inc.	NEXTGUEST TECHNOLOGIES	United States of America	5,707,154	3/26/2019
NextGuest, Inc.	SMARTCMS	United States of America	5028733	8/23/2016
Travel Tripper LLC	TRAVEL TRIPPER	United States	3392989	3/4/2008
Travel Tripper LLC	REZTRIP	United States	3392990	3/4/2008
Travel Tripper LLC	NETREZ	United States	2315311	2/8/2000
Travel Tripper LLC	REZVIEW	United States	2364966	7/4/2000
Travel Tripper LLC	PEGASUS SOLUTIONS	United States	3881931	11/30/2010
Travel Tripper LLC	PEGASUS (word mark)	United States	87583081	8/24/2017
Travel Tripper LLC	PEGASUS (symbol)	United States	87583216	8/25/2017
Travel Tripper LLC	UTELL	United States	87533309	7/19/2017
Travel Tripper LLC	RATE MATCH	United States	90318923	11/13/2020

Travel Tripper LLC	UTELL	European Union	1388057	2/8/2018
Travel Tripper LLC	PEGASUS (word mark)	European Union	17168386	9/4/2017
Travel Tripper LLC	PEGASUS (symbol)	European Union	17168428	9/4/2017
Travel Tripper LLC	PEGASUS (full logo)	European Union	17168436	9/4/2017
Travel Tripper LLC	PEGASUS (stylized word logo)	European Union	17168411	9/4/2017
Cendyn Group, LLC	GROUPREV	United States	4245858	11/20/2012
Cendyn Group, LLC	GUESTREV	United States	4246046	11/20/2012

**Pending Trademark Applications**

<b><u>Loan Party</u></b>	<b><u>Trademark</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Application #</u></b>	<b><u>Application Date</u></b>
Central Dynamics, LLC	CENDYN ECONCIERGE	United States of America	88355285	Mar 25, 2019
Central Dynamics, LLC	CENDYN HOSPITALITY CLOUD	United States of America	90792683	June 24, 2021
Central Dynamics, LLC	STARLING	United States of America	90792694	June 24, 2021