

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM742447

|   |  |                       |                      |
|---|--|-----------------------|----------------------|
| <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>   |
| Apollo Export Warehouse, Inc.   |  | 07/20/2022            | Corporation: FLORIDA |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                      |
| <b>Name:</b>  | Regions Bank                           |                       |                      |
| <b>Street Address:</b>  | 1180 West Peachtree St. NW, Suite 1000 |                       |                      |
| <b>City:</b>  | Atlanta                                |                       |                      |
| <b>State/Country:</b>   | GEORGIA                                |                       |                      |
| <b>Postal Code:</b>   | 30309                                  |                       |                      |
| <b>Entity Type:</b>   | Chartered Bank: ALABAMA                |                       |                      |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                      |
| <b>Property Type</b>  | <b>Number</b>                          | <b>Word Mark</b>      |                      |
| <b>Registration Number:</b>   | 5893140                                | MY CREWWALLET         |                      |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                      |
| <b>Fax Number:</b>  |  |                       |                      |
| <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> |  |                       |                      |
| <b>Email:</b>   | richardsonan@gtlaw.com                 |                       |                      |
| <b>Correspondent Name:</b>  | Andrew Richardson                      |                       |                      |
| <b>Address Line 1:</b>  | 3333 Piedmont Road NE                  |                       |                      |
| <b>Address Line 2:</b>  | Suite 2500                             |                       |                      |
| <b>Address Line 4:</b>  | Atlanta, GEORGIA 30305                 |                       |                      |
| <b>NAME OF SUBMITTER:</b>   | Andrew Richardson                      |                       |                      |
| <b>SIGNATURE:</b>   | /Andrew Richardson/                    |                       |                      |
| <b>DATE SIGNED:</b>   | 07/20/2022                             |                       |                      |
| <b>Total Attachments: 4</b>   |  |                       |                      |
| source=AEW TRADEMARK SECURITY AGREEMENT (Executed 2022.07.20)#page1.tif   |  |                       |                      |
| source=AEW TRADEMARK SECURITY AGREEMENT (Executed 2022.07.20)#page2.tif   |  |                       |                      |
| source=AEW TRADEMARK SECURITY AGREEMENT (Executed 2022.07.20)#page3.tif   |  |                       |                      |
| source=AEW TRADEMARK SECURITY AGREEMENT (Executed 2022.07.20)#page4.tif   |  |                       |                      |

CH \$40.00 5893140

**TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement (this “Agreement”), dated as of July 20, 2022, is made by APOLLO EXPORT WAREHOUSE, INC., a Florida corporation (“Grantor”), in favor of REGIONS BANK, an Alabama bank (together with its successors and assigns, “Lender”).

Recitals

WHEREAS, Grantor (together with any other Persons who become a “Borrower” thereunder pursuant to the provisions thereof, each, a “Borrower” and, collectively, the “Borrowers”), EUROPE-USA TRAVEL, INC., a Florida corporation (together with any other Persons who become a “Guarantor” thereunder pursuant to the provisions thereof, each, a “Guarantor” and, collectively, the “Guarantors”), and Lender are parties to that certain Amended and Restated Loan and Security Agreement dated as of the date hereof (as the same may hereafter be amended, restated, supplemented, or otherwise modified from time to time, the “Loan Agreement”), pursuant to which Grantor granted Lender a security interest in all or substantially all of its assets.

WHEREAS, Grantor has agreed to execute this Agreement to further evidence the grant to Lender of a security interest in the Trademarks (defined below).

NOW, THEREFORE, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. Unless otherwise noted, all capitalized terms used but not otherwise defined herein (including in the Recitals and Preamble of this Agreement) shall have the meanings given to them in the Loan Agreement, and this Agreement shall be subject to the rules of construction set forth in the Loan Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*. In addition, the following terms have the meanings set forth below:

“Security Interest” has the meaning given in Section 2 of this Agreement.

“Trademarks” means all of Grantor’s right, title and interest in and to: (i) trademarks, service marks and registrations and applications for registration for each, and the respective goodwill associated with each; (ii) licenses, fees or royalties with respect to each; and (iii) the right to sue for past, present and future infringement, dilution and damages therefor; all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A, but excluding any “intent to use” United States trademark applications prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto.

2. Security Interest. Grantor hereby irrevocably grants to Lender a security interest (the “Security Interest”) in the Trademarks constituting Collateral (collectively, the “Trademark Collateral”) to secure the full and final payment and performance of the Obligations.

3. Loan Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Loan

Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement. In the event that any provision of this Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

4. Authorization to Supplement. If Grantor shall obtain rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Lender with respect to any such new Trademarks or renewal or extension of any registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Lender unilaterally to modify this Agreement by amending Exhibit A to include any such new Trademarks. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Exhibit A shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Exhibit A.

5. Miscellaneous. All terms of Section 10 of the Loan Agreement, as such Section 10 is in effect on the Closing Date, and as it may be modified or amended from time to time hereafter in accordance with Section 10.10 thereof, are herewith incorporated by reference into this Agreement and made an integral part hereof, as fully and completely as if set forth verbatim herein, with specific respect to this Agreement, such that each reference therein to "this Agreement" (and words of similar import) in said Section 10 shall mean and refer, for purposes hereof, to this Agreement, *mutatis mutandis*.

[Continued on following page.]

IN WITNESS WHEREOF, Grantor has executed this Agreement as of the date first written above.

**APOLLO EXPORT WAREHOUSE, INC.**

By: 

Name: Jose Ramon Barrera Ordoñez

Title: President

[AEW-----TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 007795 FRAME: 0525**

EXHIBIT A

TRADEMARKS AND SERVICE MARKS

REGISTRATIONS AND APPLICATIONS

| <b>Mark</b>      | <b>Jurisdiction</b>            | <b>Application #</b> | <b>Filing Date</b> | <b>Registration #</b> | <b>Registration Date</b> | <b>Owner</b>                           |
|------------------|--------------------------------|----------------------|--------------------|-----------------------|--------------------------|--|
| MY<br>CREWWALLET | United<br>States of<br>America | 88275261             | 01/24/2019         | 5893140               | 10/22/2019               | Apollo<br>Export<br>Warehouse,<br>Inc. |

ACTIVE 65106989v3