

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM756031

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Travel Sentry Sàrl		09/12/2022	Société à responsabilité limitée (Sàrl): SWITZERLAND
RECEIVING PARTY DATA			
Name:	BANQUE INTERNATIONALE À LUXEMBOURG (SUISSE) SA		
Street Address:	Bahnhofstrasse 20		
City:	Zurich		
State/Country:	SWITZERLAND		
Postal Code:	8001		
Entity Type:	Swiss stock company: SWITZERLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4220338	LOST AND FOUND FOR LIFE	
Registration Number:	3703439	OKOBAN	
Registration Number:	3700309	OKOBAN	
Registration Number:	3782468		
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	2126264557		
Email:	colleen.brennan@bakermckenzie.com		
Correspondent Name:	Alysha C. Preston		
Address Line 1:	452 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10018		
NAME OF SUBMITTER:	Alysha C. Preston		
SIGNATURE:	/alysha c. preston/		
DATE SIGNED:	09/19/2022		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 12, 2022 (as it may be amended, supplemented or otherwise modified from time to time, this "Agreement"), is made by **Travel Sentry Sàrl** (the "Debtor") in favor of **Banque Internationale à Luxembourg (Suisse) SA**, as Lender (in such capacity, together with its successors and assigns in such capacity, the "Lender").

Recitals

Travel Sentry Inc., a Florida corporation (the "Borrower") received extensions of credit from the Lender pursuant to the terms that certain Term Facilities Agreement dated as of September 12, 2022, (the "Facilities Agreement") between Borrower and Lender.

To secure Borrower's Secured Obligations (as defined in the Facilities Agreement), (i) Borrower executed and delivered a certain Security Agreement of even date herewith (the "Security Agreement"), pursuant to which Borrower granted a security interest to the Lender in Borrower's Collateral (as defined in the Security Agreement), and (ii) Debtor, as a member of the Group (as defined in the Facilities Agreement), is required to grant to the Lender, a security interest in and lien upon all of Debtor's Intellectual Property Collateral (as defined below) and is required to execute and deliver this Agreement.

Agreement

Accordingly, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby agrees with the Lender as follows:

1. Defined terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

2. Grant of security interest in Intellectual Property Collateral

2.1 Grant of security interest

The Debtor hereby grants to the Lender, for its benefit and the benefit of the Lender, a security interest in and continuing lien on all of the Debtor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "Intellectual Property Collateral"): all United States registered and applied-for trademarks, service marks, business names, trade names, designs, logos, indicia, and/or other source and/or business identifiers and the goodwill of the business relating thereto and all registrations or applications for registrations that have heretofore been or may hereafter be issued thereon (including, without limitation, the registered trademarks and trademark applications listed on Schedule A attached hereto); as well as all United States registered and applied-for patents, patent applications, inventions, formulas, processes, designs, diagrams, drawings, flow charts, programs, methods, know-how, apparatus, software, hardware, ideas, improvements, discoveries, systems, techniques, devices, models, prototypes, business slogans, trade secrets, written materials, and any other work product of any nature (including, without

limitation, the registered patents and patent applications listed on Schedule B attached hereto); and all common law and other rights in and to all of the foregoing; the right to sue for all past, present and future infringements of any of the foregoing; and all common law and other rights in and to all of the foregoing; in each of the foregoing cases whether now existing or hereafter created or acquired and wherever located throughout the world.

2.2 Certain limited exclusions

Notwithstanding anything herein to the contrary, in no event shall the Intellectual Property Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a trademark or service mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement, and the Debtor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

4. Governing law

This Agreement shall be governed by, and construed in accordance with, the law of the State of New York. The parties hereby submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York and of any New York State court sitting in New York City for purposes of all legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby. Each party irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

5. 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 of this Agreement by telecopy or in electronic (*e.g.*, "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

Accordingly, the Debtor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Debtor:

TRAVEL SENTRY SÀRL

By:



Name:

Yves Perrenoud

Title:

Authorized Signatory

Accepted and agreed:

**BANQUE INTERNATIONALE À
LUXEMBOURG (SUISSE) SA, as Lender**

By:

Name:

Title:

[Signature Page to Trademark Pledge Agreement]

Accordingly, the Debtor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Debtor:

TRAVEL SENTRY SÀRL

By: _____

Name: _____

Title: _____

Accepted and agreed:

**BANQUE INTERNATIONALE À
LUXEMBOURG (SUISSE) SA, as Lender**

By: 




Name: Andreas Mueller M. Mueller

Title: Director Legal Counsel

[Signature Page to Trademark Pledge Agreement]

SCHEDULE A

To Intellectual Property Security Agreement

Jurisdiction	Trademark	Application No.	Registration No.	Registered Owner
United States	CARRYOK	79254884	6031409	Travel Sentry Sàrl
United States	LOST AND FOUND FOR LIFE	85368738	4220338	Travel Sentry Sàrl, Aka Travel Sentry LLC
United States	OKOBAN	77651636	3703439	Travel Sentry Sàrl, Aka Travel Sentry LLC
United States		77677227	3700309	Travel Sentry Sàrl, Aka Travel Sentry LLC
United States	TS TAG	79218980	5567666	Travel Sentry Sàrl
United States		77677229	3782468	Travel Sentry Sàrl, Aka Travel Sentry LLC
United States		79218981	5567667	Travel Sentry Sàrl

SCHEDULE B

To Intellectual Property Agreement

Application Date	Application Number	Issue Date	Patent Number	Current Assignee	Status	Title
2017-04-28	16/465671	2020-12-29	10876322	TRAVEL SENTRY SARL	Granted	Locking device