

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM769505

<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>
First Eagle Alternative Capital Agent, Inc.	FORMERLY THL Corporate Finance, Inc.	11/21/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FEAC Agent, LLC		
<b>Street Address:</b>	500 Boylston Street, Suite 1250		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02116		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5035164	SMARTOURS	
<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>Phone:</b>	415-591-1000		
<b>Email:</b>	TrademarksSF@winston.com		
<b>Correspondent Name:</b>	Becky Troutman		
<b>Address Line 1:</b>	101 California Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>NAME OF SUBMITTER:</b>	Becky Troutman (ker)		
<b>SIGNATURE:</b>	/Becky Troutman/		
<b>DATE SIGNED:</b>	11/22/2022		
<b>Total Attachments: 5</b>			
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## ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

**THIS ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT** (the “Assignment”) is made and entered into as of November 21, 2022, by FIRST EAGLE ALTERNATIVE CAPITAL AGENT, INC. (f/k/a THL Corporate Finance, Inc.), as the original collateral agent (in such capacity, “Assignor”), in favor of FEAC AGENT, LLC, as the successor collateral agent (in such capacity, “Assignee”).

### WITNESSETH

WHEREAS, Assignor is party to that certain Credit Agreement, dated as of October 31, 2017, (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among SPST Holdings, LLC, a Delaware limited liability company (“Parent”), smarTours, LLC, a Delaware limited liability company (the “Grantor”), other parties thereto, and Assignor;

WHEREAS, pursuant to (i) the Credit Agreement and (ii) the Trademark Security Agreement made by the Grantor in favor of Assignor, dated October 31, 2017, and recorded at the United States Patent and Trademark Office on November 1, 2017 at Reel/Frame 6195/0032 (the “Trademark Security Agreement”), the Grantor has granted to Assignor a security interest in all of its right, title or interest in or to any and all of the Trademarks and other Trademark Collateral (as such terms are used and defined in the Trademark Security Agreement), including those set forth on Schedule I; and

WHEREAS, pursuant to that certain Resignation, Appointment, Assignment and Amendment Agreement, dated as of November 21, 2022, among the Grantor, Assignor, Assignee and the other parties thereto, Assignor has resigned as collateral agent under the Credit Agreement, and Assignee has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Assignor as collateral agent thereunder; and

WHEREAS, Assignor and Assignee desire to enter into this Assignment to evidence the assignment by Assignor to Assignee, and assumption by Assignee, of all of Assignor’s right, title and interest and obligations in, to and under the Credit Agreement and the Trademark Security Agreement, including, without limitation, Assignor’s security interest in, and lien on, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Terms. Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings specified in the Trademark Security Agreement.
2. Assignment. Assignor hereby transfers, assigns, grants and conveys to Assignee for the ratable benefit of the Secured Parties all of its right, title and interest and obligations in, to and under the Credit Agreement and the Trademark Security Agreement, including, without limitation, its security interest in, and lien on, the Trademark Collateral, and Assignee hereby accepts and assumes the foregoing assignment and all of such right, title, interest, obligations, security interests and liens.
3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

5. Amendment to Trademark Security Agreement. Upon, and after giving effect to, the Assignment, the Trademark Security Agreement is, and shall be deemed to be, amended to reflect the foregoing assignment to change the name of the collateral agent therein from First Eagle Alternative Capital Agent, Inc. (f/k/a THL Corporate Finance, Inc.) to FEAC Agent, LLC, in its capacity as the successor collateral agent.

**[Remainder of page intentionally left blank]**

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date above first written.

**ASSIGNOR:**

**FIRST EAGLE ALTERNATIVE CAPITAL AGENT,  
INC. (f/k/a THL Corporate Finance, Inc.),**  
as the original collateral agent

By: DocuSigned by:  
*Michelle Handy* \_\_\_\_\_  
Name: Michelle Handy  
Title: Managing Director

Signature Page to

Assignment of Trademark Security Agreement  
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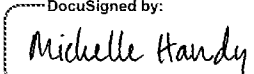
**TRADEMARK**  
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**ACCEPTED AND AGREED**

as of the date above first written:

**ASSIGNEE:**

**FEAC AGENT, LLC,**  
as the successor collateral agent

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Michelle Handy  
Title: Managing Director

Signature Page to  
Assignment of Trademark Security Agreement

**SCHEDULE I TO TRADEMARK SECURITY AGREEMENT**

## Trademarks

## 1. REGISTERED TRADEMARKS

<u>Name of Credit Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
smarTours, LLC	U.S.A.	5,035,164	September 6, 2016	December 9, 2015	smarTours, LLC	SMARTOURS

## 2. TRADEMARK APPLICATIONS

None

## 3. TRADEMARK LICENSES

<u>Name of Credit Party</u>	<u>Agreement</u>	<u>Parties</u>	<u>License Exclusive/Nonexclusive</u>
smarTours, LLC	Master License Agreement	smarTours, LLC Peak 15 Systems, Inc.	Nonexclusive

Signature Page to  
Assignment of Trademark Security Agreement

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**RECORDED: 11/22/2022**

**TRADEMARK**  
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