

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM781569

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GUILD TRAVEL, INC.		01/18/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	275 Grove Street, Suite 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5913447	LOOK FORWARD TO TRAVEL	
Registration Number:	6022105		
Registration Number:	6253954	THE GUILD	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1885582 TM		
NAME OF SUBMITTER:	Diane Giacomozzi		
SIGNATURE:	/Diane Giacomozzi/		
DATE SIGNED:	01/19/2023		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of January 18, 2023, by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("Bank") and **GUILD TRAVEL, INC.**, a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of the June 15, 2021 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual

Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of [California], without giving effect to any choice or conflict of law provision or rule (whether of the State of [California] or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

BANK

GRANTOR

SILICON VALLEY BANK

GUILD TRAVEL, INC.

DocuSigned by:
Sam Simas
By: 9590AB5EAF0F44F.....
Name: Sam Simas
Title: Vice President

DocuSigned by:
Chris Herndon
By: 4818E6BFF0F84A6.....
Name: Chris Herndon
Title: CEO

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
2017 Guild Booking OTAs_CC_Inspiration_Lifestyle_How_To_Photoshpere. [Group registration of published photographs. 107 photographs. 2017-01-30 to 2017-11-30]	VA0002191850	December 30, 2019
2017Guild Booking OTAs_Lamar_Lavaca_RR. [Group registration of published photographs. 116 photographs. 2017-03-30 to 2017-06-30]	VA0002191696	January 2, 2020
2017Guild_Booking OTAs_SC_W6_GPP. [Group registration of published photographs. 94 photographs. 2017-01-30 to 2017-10-30]	VA0002191739	January 2, 2020
2017Guild_Booking OTAs_The Arnold_The Corazon. [Group registration of published photographs. 119 photographs. 2017-05-30 to 2017-05-30]	VA0002191751	January 2, 2020
2017Guild_Social_Holly_1. [Group registration of published photographs. 41 photographs. 2017-10-30 to 2017-10-30]	VA0002191138	January 6, 2020
2017Guild_Social Holly_2. [Group registration of published photographs. 51 photographs. 2017-10-30 to 2017-10-30]	VA0002190852	January 6, 2020
2018 Guild Booking Travel Tipper. [Group registration of published photographs. 64 photographs. 2018-09-30 to 2018-11-30]	VA0002191702	January 3, 2020
2018Guild_Social_Clif1. [Group registration of published photographs. 48 photographs. 2017-11-30 to 2017-11-30]	VA0002191699	January 3, 2020
2018Guild_Social_Deep Ellum_&_Uptown. [Group registration of published photographs. 52 photographs. 2018-11-30 to 2018-11-30]	VA0002191697	January 2, 2020
Guild 2019 Austin Photographs_October. [Group registration of unpublished photographs. 61 photographs]	VAu001383291	December 27, 2019
Guild 2019 Houston_Katy Trail_Photographs_October . [Group registration of unpublished photographs. 51 photographs]	VAu001383288	December 27, 2019
Guild 2019 Nashville Photographs_October . [Group registration of unpublished photographs. 50 photographs]	VAu001383277	December 27, 2019

Guild_2019_October_Austin_Arnold_Corazon_Lavaca. [Group registration of published photographs. 39 photographs. 2019-10-01 to 2019-10-01]	VA0002190377	December 28, 2019
Guild_2019_October_City Center. [Group registration of published photographs. 25 photographs. 2019-10-01 to 2019-10-01]	VA0002190369	December 27, 2019
Guild_2019_October_McKinney_GPH. [Group registration of published photographs. 43 photographs. 2019-10-01 to 2019-10-01]	VA0002190154	December 28, 2019

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT C

Trademarks

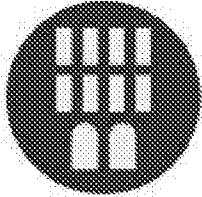
<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Look Forward to Travel	5913447	November 19, 2019
	6022105	March 31, 2020
The Guild	6253954	January 26, 2021

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None