

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM790817

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROCKY MOUNTAIN CONNECTIONS, LLC		02/28/2023	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	TEXAS CAPITAL BANK		
Street Address:	2000 McKinney Avenue, Suite 700		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	State Bank: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4788424	RMC YOUR DESTINATION CONNECTION	
Registration Number:	5745697	RESORTS MOUNTAINS CITIES	
CORRESPONDENCE DATA			
Fax Number:	4048817777		
<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:	4048814458		
Email:	elissa.hart@alston.com		
Correspondent Name:	Alston & Bird/ Attn: Elissa Hart		
Address Line 1:	1201 W. Peachtree St.		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	592252		
NAME OF SUBMITTER:	Elissa Hart		
SIGNATURE:	/Elissa Hart/		
DATE SIGNED:	03/01/2023		
Total Attachments: 4			
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GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of February 28, 2023, by ROCKY MOUNTAIN CONNECTIONS, LLC, a Colorado limited liability company ("Grantor"), in favor of TEXAS CAPITAL BANK, a Texas state bank (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Loan and Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Loan and Security Agreement, the Grantor has granted to the Grantee, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Loan and Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Lender Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan and Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts that constitute part of the Obligations and that would be owed by the undersigned to Administrative Agent or any Lender Party under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Loan and Security Agreement shall control.

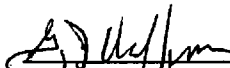
In addition to and without limitation of any of the foregoing, this Trademark Security Agreement shall be deemed to be a Loan Document and shall otherwise be subject to all of terms and conditions contained in Sections 12.1, 12.12, 12.13 and 12.19, of the Loan and Security Agreement, *mutatis mutandis*.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[*Signature Page Follows.*]


IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

ROCKY MOUNTAIN CONNECTIONS, LLC, a
Colorado limited liability company

By: 
Name: GREGORY HOFFMANN
Title: VICE PRESIDENT

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations:

Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date	Owner
RMC YOUR DESTINATION CONNECT (Stylized Text) 	United States	RN: 4788424 SN: 86284667	May 19, 2014	Aug. 11, 2015	Rocky Mountain Connections, Inc. (Colorado Corp.)
RESORTS MOUNTAINS CITIES	United States	RN: 5745697 SN: 86294486	May 29, 2014	May 7, 2019	Rocky Mountain Connections, Inc. (Colorado Corp.)

Trademark Applications: None.