

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM797389

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LEADERSHIP PLATFORM ACQUISITION, LLC		03/24/2023	Limited Liability Company: DELAWARE
EXPLORICA, LLC		03/24/2023	Limited Liability Company: DELAWARE
BRIGHTSPARK TRAVEL, LLC		03/24/2023	Limited Liability Company: DELAWARE
TRAVEL TURF, LLC		03/24/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	HPS INVESTMENT PARTNERS, LLC, AS ADMINISTRATIVE AGENT
Street Address:	40 WEST 57TH STREET, 33RD FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	5170612	CARPE FUTURUM
Registration Number:	5134609	CHASE THE RACE
Registration Number:	5134610	CHASE THE RACE
Registration Number:	4851727	ENVISION
Registration Number:	4860201	E ENVISION LEADERSHIP SCHOLARSHIP CA
Registration Number:	2712281	JUNIOR NATIONAL YOUNG LEADERS CONFERENCE
Registration Number:	2663828	ENVISION EMI
Registration Number:	2656907	ENVISION EDUCATE MOTIVATE INSPIRE
Registration Number:	2389528	NATIONAL YOUTH LEADERSHIP FORUM
Registration Number:	3945290	E
Registration Number:	3859225	EXPLORICA
Registration Number:	2732669	EXPLORICA
Registration Number:	3907565	THE EXPERIENCE IS EVERYTHING

TRADEMARK

900760382

REEL: 008014 FRAME: 0693

OP \$615.00 5170612

Property Type	Number	Word Mark
Registration Number:	4352272	TRAVEL. LEARN.
Registration Number:	2743226	TOUR DIARY
Registration Number:	3873140	TOUR CENTER
Registration Number:	4132446	BRIGHTSPARK
Registration Number:	4238124	BRIGHTSPARK
Registration Number:	4146214	DANCE THE WORLD
Registration Number:	5476428	DANCE THE WORLD
Registration Number:	3099515	NATIONAL PERFORMING ARTS FESTIVAL
Registration Number:	3249490	WORLD CLASS VACATIONS
Registration Number:	6117997	
Registration Number:	6351430	WORLD CLASS VACATIONS

CORRESPONDENCE DATA

Fax Number:

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.

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:	1942483 TM A
NAME OF SUBMITTER:	Sharif Hamidi
SIGNATURE:	/Sharif Hamidi/
DATE SIGNED:	03/24/2023

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of March 24, 2023 (this "Agreement"), among LEADERSHIP PLATFORM ACQUISITION, LLC, EXPLORICA, LLC, BRIGHTSPARK TRAVEL, LLC, TRAVEL TURF, LLC (each a "Grantor") and HPS INVESTMENT PARTNERS, LLC, in its capacities as administrative agent and collateral agent for the Secured Parties under the Credit Agreement (as defined below) (in such capacities, the "Administrative Agent").

WHEREAS, reference is made to (a) the Priority Facility Credit Agreement, dated as of April 1, 2022 (as amended, amended and restated, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among LAKELAND TOURS, LLC, a Delaware limited liability company (the "Borrower"), LAKELAND FINANCE, LLC, a Delaware limited liability company ("Holdings"), the Lenders from time to time party thereto and the Administrative Agent, and (b) the Pledge and Security Agreement dated as of April 1, 2022 (the "Security Agreement"), by and among Holdings, the Borrower, the Subsidiary Parties from time to time party thereto and the Administrative Agent;

WHEREAS, the Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, each Grantor is willing to execute and deliver this Agreement as consideration for such extensions of credit.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or, if not defined therein, the Credit Agreement. Section 1.03 of the Credit Agreement is incorporated herein by reference *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full in cash of the Secured Obligations, each Grantor hereby pledges and grants to the Administrative Agent, its successors and permitted assigns, on behalf of and for the benefit of the Secured Parties, a continuing security interest (the "Security Interest") in all of its right in, and title and interest to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I hereto, and any and all proceeds thereof (the "Collateral").

SECTION 3. Security Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. 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 to this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

LEADERSHIP PLATFORM ACQUISITION,
LLC, as a Grantor

By: Kellie Goldstein
Name:
Title: Kellie Goldstein
CFO

EXPLORICA, LLC, as a Grantor

By: Kellie Goldstein
Name: Kellie Goldstein
Title: CFO

BRIGHTSPARK TRAVEL, LLC, as a Grantor

By: Kellie Goldstein
Name: Kellie Goldstein
Title: CFO

TRAVEL TURF, LLC, as a Grantor

By: Kellie Goldstein
Name: Kellie Goldstein
Title: CFO

**TRADE NAMES, TRADEMARKS, SERVICES MARKS, TRADEMARK AND SERVICE MARK
REGISTRATIONS AND APPLICATIONS FOR TRADEMARK AND SERVICE MARK
REGISTRATIONS**

Registered Owner	Trademark	Filing Date	Reg. No.	Reg. Date
Leadership Platform Acquisition, LLC d/b/a Envision EMI, Inc.	CARPE FUTURUM	15-Aug-2016	5170612	28-Mar-2017
Leadership Platform Acquisition, LLC d/b/a Envision EMI, Inc.	CHASE THE RACE	06-Jan-2016	5134609	31-Jan-2017
Leadership Platform Acquisition, LLC d/b/a Envision EMI, Inc.	CHASE THE RACE	07-Jan-2016	5134610	31-Jan-2017
Leadership Platform Acquisition, LLC	ENVISION	22-Aug-2013	4851727	10-Nov-2015
Leadership Platform Acquisition, LLC		22-Aug-2013	4860201	24-Nov-2015
Leadership Platform Acquisition, LLC	JUNIOR NATIONAL YOUNG LEADERS CONFERENCE	17-Oct-2002	2712281	29-Apr-2003
Leadership Platform Acquisition, LLC	ENVISION EMI	08-Feb-2000	2663828	17-Dec-2002
Leadership Platform Acquisition, LLC		08-Feb-2000	2656907	03-Dec-2002
Leadership Platform Acquisition, LLC d/b/a Envision EMI, Inc.	NATIONAL YOUTH LEADERSHIP FORUM	10-May-1999	2389528	26-Sep-2000
Explorica, LLC		21-Sep-2009	3945290	12-Apr-2011

Registered Owner	Trademark	Filing Date	Reg. No.	Reg. Date
Explorica, LLC		21-Sep-2009	3859225	12-Oct-2010
Explorica, LLC	EXPLORICA 	13-Jul-2000	2732669	01-Jul-2003
Explorica, LLC	THE EXPERIENCE IS EVERYTHING 	03-Jun-2010	3907565	18-Jan-2011
Explorica, LLC	TRAVEL. LEARN.	27-May-2010	4352272	18-Jun-2013
Explorica, LLC	TOUR DIARY	19-Dec-2000	2743226	29-Jul-2003
Explorica, LLC	TOUR CENTER	29-Mar-2010	3873140	09-Nov-2010
Brightspark Travel, LLC	 BRIGHTSPARK	19-May-2010	4132446	24-Apr-2012
Brightspark Travel, LLC		18-May-2010	4238124	06-Nov-2012
Travel Turf, LLC DBA World Class Vacations	DANCE THE WORLD	22-Sep-2011	4146214	22-May-2012
Travel Turf, LLC DBA World Class Vacations		12-Dec-2016	5476428	22-May-2018
Brightspark Travel, LLC	NATIONAL PERFORMING ARTS FESTIVAL	22-Feb-2005	3099515	30-May-2006

Registered Owner	Trademark	Filing Date	Reg. No.	Reg. Date
Travel Turf, LLC DBA World Class Vacations		02-Aug-2006	3249490	05-Jun-2007
Travel Turf, LLC		16-Jan-2020	6117997	04-Aug-2020
Travel Turf, LLC	WORLD CLASS VACATIONS	16-Jan-2020	6351430	18-May-2021

TRADEMARK APPLICATIONS

None.