

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM797392

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

Name:	ALTER DOMUS (US) LLC, AS ADMINISTRATIVE AGENT
Street Address:	225 WEST WASHINGTON STREET, 9TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	4132446	BRIGHTSPARK
Registration Number:	4238124	BRIGHTSPARK
Registration Number:	3099515	NATIONAL PERFORMING ARTS FESTIVAL
Registration Number:	3873140	TOUR CENTER
Registration Number:	3945290	E
Registration Number:	3859225	EXPLORICA
Registration Number:	2732669	EXPLORICA
Registration Number:	3907565	THE EXPERIENCE IS EVERYTHING
Registration Number:	2743226	TOUR DIARY
Registration Number:	4352272	TRAVEL. LEARN.
Registration Number:	5170612	CARPE FUTURUM
Registration Number:	5134610	CHASE THE RACE
Registration Number:	5134609	CHASE THE RACE

TRADEMARK

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OP \$615.00 4132446

Property Type	Number	Word Mark
Registration Number:	4860201	E ENVISION LEADERSHIP SCHOLARSHIP CA
Registration Number:	4851727	ENVISION
Registration Number:	2656907	ENVISION EDUCATE MOTIVATE INSPIRE
Registration Number:	2663828	ENVISION EMI
Registration Number:	2712281	JUNIOR NATIONAL YOUNG LEADERS CONFERENCE
Registration Number:	2389528	NATIONAL YOUTH LEADERSHIP FORUM
Registration Number:	5476428	DANCE THE WORLD
Registration Number:	4146214	DANCE THE WORLD
Registration Number:	6117997	
Registration Number:	6351430	WORLD CLASS VACATIONS
Registration Number:	3249490	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 B
NAME OF SUBMITTER:	Sharif Hamidi
SIGNATURE:	/Sharif Hamidi/
DATE SIGNED:	03/24/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of March 24, 2023 (this "Agreement"), among Brightspark Travel, LLC, a Delaware limited liability company, Explorica, LLC, a Delaware limited liability company, Leadership Platform Acquisition, LLC, a Delaware limited liability company, Travel Turf, LLC, a Delaware limited liability company (each a "Grantor") and Alter Domus (US) 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 Third Out Exit Facility Credit Agreement, dated as of September 25, 2020 (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 September 25, 2020 (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 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full 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.

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

BRIGHTSPARK TRAVEL, LLC,
EXPLORICA, LLC,
LEADERSHIP PLATFORM ACQUISITION, LLC,
TRAVEL TURF, LLC,
each as Grantor

By: Kellie Goldstein
Name: _____
Title: Kellie Goldstein
CFO





ALTER DOMUS (US) LLC, as Administrative Agent



By: 
Name: Matthew Trybala
Title: Associate Counsel

[Signature Page to Third Out Exit Facility Trademark Security Agreement]

TRADEMARK
REEL: 008014 FRAME: 0714

SCHEDULE I

	Trademark	Application Number	Registration Number	Reg. Date	Owner
1.	BRIGHTSPARK	85042204	4132446	24-APR-2012	Brightspark Travel, LLC
2.	BRIGHTSPARK 	85041680	4238124	06-NOV-2012	Brightspark Travel, LLC
3.	NATIONAL PERFORMING ARTS FESTIVAL	78572480	3099515	30-MAY-2006	Brightspark Travel, LLC
4.	TOUR CENTER	85000714	3873140	09-NOV-2010	Explorica, LLC
5.	E 	77830804	3945290	12-APR-2011	Explorica, LLC
6.	EXPLORICA 	77830802	3859225	12-OCT-2010	Explorica, LLC
7.	EXPLORICA	76109557	2732669	01-JUL-2003	Explorica, LLC
8.	THE EXPERIENCE IS EVERYTHING	85053749	3907565	18-JAN-2011	Explorica, LLC
9.	TOUR DIARY	76183716	2743226	29-JUL-2003	Explorica, LLC
10.	TRAVEL. LEARN.	85049044	4352272	18-JUN-2013	Explorica, LLC
11.	CARPE FUTURUM	87139245	5170612	28-MAR-2017	Leadership Platform Acquisition, LLC
12.	CHASE THE RACE	86867836	5134610	31-JAN-2017	Leadership Platform Acquisition, LLC
13.	CHASE THE RACE	86867835	5134609	31-JAN-2017	Leadership Platform Acquisition, LLC
14.	E ENVISION LEADERSHIP SCHOLARSHIP CAREER 	86045174	4860201	24-NOV-2015	Leadership Platform Acquisition, LLC
15.	ENVISION	86045150	4851727	10-NOV-2015	Leadership Platform Acquisition, LLC
16.	ENVISION EDUCATE MOTIVATE INSPIRE 	75912724	2656907	03-DEC-2002	Leadership Platform Acquisition, LLC
17.	ENVISION EMI	75912723	2663828	17-DEC-2002	Leadership Platform Acquisition, LLC
18.	JUNIOR NATIONAL YOUNG LEADERS CONFERENCE	76458975	2712281	29-APR-2003	Leadership Platform Acquisition, LLC
19.	NATIONAL YOUTH LEADERSHIP FORUM	75701394	2389528	26-SEP-2000	Leadership Platform Acquisition, LLC
20.	DANCE THE WORLD	87265769	5476428	22-MAY-2018	Travel Turf, LLC

	Trademark	Application Number	Registration Number	Reg. Date	Owner
21.	DANCE THE WORLD	85429344	4146214	22-MAY-2012	Travel Turf, LLC
22.	Design Only 	88762304	6117997	04-AUG-2020	Travel Turf, LLC
23.	WORLD CLASS VACATIONS	88762171	6351430	18-MAY-2021	Travel Turf, LLC
24.	WORLD CLASS VACATIONS 	78943405	3249490	05-JUN-2007	Travel Turf, LLC