

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM798131

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALTOUR DELAWARE, LLC		03/27/2023	Limited Liability Company: DELAWARE
BONOTEL LLC		03/27/2023	Limited Liability Company: DELAWARE
NEXION, LLC		03/27/2023	Limited Liability Company: DELAWARE
TRAVEL LEADERS GROUP, LLC		03/27/2023	Limited Liability Company: DELAWARE
TRAVEL LEADERS GROUP HOLDINGS, LLC		03/27/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HPS INVESTMENT PARTNERS, LLC, as Collateral 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: 46			
Property Type	Number	Word Mark	
Registration Number:	3045911	ALTOUR	
Registration Number:	3196681	ALTOUR AIR	
Registration Number:	5999855	THE TRAVEL AUTHORITY AN ALTOUR COMPANY	
Registration Number:	5652726	ANDREW HARPER TRAVEL	
Registration Number:	2519252	BONOTEL EXCLUSIVE TRAVEL	
Registration Number:	5478759	B	
Registration Number:	5604197	BONOTEL EXCLUSIVE TRAVEL	
Registration Number:	4371510	NEXION	
Registration Number:	4371511	NEXION	
Registration Number:	5346759	MYNEXION	
Registration Number:	5402063	MYNEXION	
Registration Number:	4262637	AGENT UNIVERSE	

CH \$1165.00 3045911

Property Type	Number	Word Mark
Registration Number:	3498337	ALL ABOARD TRAVEL
Registration Number:	4282909	CRUCON
Registration Number:	3544524	CRUISE SPECIALISTS
Registration Number:	4147446	CRUISEDEALS
Registration Number:	3383558	LUXURY TRAVEL NETWORK
Registration Number:	1933213	POSTCARDS
Registration Number:	6214566	PROTRAVEL INTERNATIONAL
Registration Number:	3022236	SINGLESCRUISE.COM
Registration Number:	3170741	TRAVEL LEADERS
Registration Number:	3977345	
Registration Number:	4768618	TZELL
Registration Number:	1476229	CRUISE HOLIDAYS
Registration Number:	4391219	CRUISE HOLIDAYS
Registration Number:	2903217	VACATION.COM
Registration Number:	5192683	TL NETWORK
Registration Number:	6142921	TRAVEL LEADERS VACATION CENTER
Registration Number:	5317543	
Registration Number:	5317541	PINSIGHT
Registration Number:	5459640	TRAVEL LEADERS CORPORATE CONNECT
Registration Number:	5530856	TRAVEL LEADERS NETWORK
Registration Number:	5611123	VIEWFROM36K
Registration Number:	4672681	ANDREW HARPER
Registration Number:	3140541	ANDREW HARPER TRAVEL
Registration Number:	3390915	ANDREW HARPER
Registration Number:	2576526	THE ANDREW HARPER COLLECTION
Registration Number:	1869509	ANDREW HARPER'S
Registration Number:	1329520	ANDREW HARPER'S HIDEAWAY REPORT
Serial Number:	90517817	INTERNOVA TRAVEL GROUP
Serial Number:	90517815	INTERNOVA TRAVEL GROUP
Serial Number:	90317916	GLOBAL TRAVEL COLLECTION
Serial Number:	97054118	ANDREW HARPER'S Q CLUB
Serial Number:	97054124	AH ANDREW HARPER
Serial Number:	97798122	OLTRE ÓL-TRE
Serial Number:	97456632	GTC

CORRESPONDENCE DATA

Fax Number: 2125305219

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: 212-530-5878
Email: dcip@milbank.com, jgarces@milbank.com
Correspondent Name: John Garces, Esq.
Address Line 1: 55 Hudson Yards
Address Line 2: Milbank, LLP
Address Line 4: New York, NEW YORK 10001-2163

ATTORNEY DOCKET NUMBER:	34408.00106
--------------------------------	-------------

NAME OF SUBMITTER:	John Garces, Esq.
---------------------------	-------------------

SIGNATURE:	/John Garces/
-------------------	---------------

DATE SIGNED:	03/28/2023
---------------------	------------

Total Attachments: 7

source=05. HPS Internova - Trademark Security Agreement (Executed)#page1.tif
source=05. HPS Internova - Trademark Security Agreement (Executed)#page2.tif
source=05. HPS Internova - Trademark Security Agreement (Executed)#page3.tif
source=05. HPS Internova - Trademark Security Agreement (Executed)#page4.tif
source=05. HPS Internova - Trademark Security Agreement (Executed)#page5.tif
source=05. HPS Internova - Trademark Security Agreement (Executed)#page6.tif
source=05. HPS Internova - Trademark Security Agreement (Executed)#page7.tif

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of March 27, 2023 is made by ALTOUR DELAWARE, LLC, BONOTEL LLC, NEXION, LLC, TRAVEL LEADERS GROUP, LLC and TRAVEL LEADERS GROUP HOLDINGS, LLC (each a "Grantor" and collectively, the "Grantors") in favor of HPS INVESTMENT PARTNERS, LLC, as Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the "Collateral Agent"), parties to the Credit Agreement, dated as of March 27, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other subsidiaries of the Borrower have executed and delivered a Security Agreement, dated as of March 27, 2023, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantors pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Lenders a continuing security interest in all Intellectual Property owned or licensed by the Grantors, subject to Section 3.01(a) of the Security Agreement; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Collateral Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, each Grantor hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all right, title and interest in and to any and all of the Grantor's right, title and interest in, to and under the following assets and properties now owned or at any time hereafter acquired by such Grantor, or in which such Grantor

now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"):

(a) all Trademarks listed on Schedule A hereto, and all extensions or renewals thereof, (b) all goodwill associated therewith or symbolized thereby, (c) the right to sue for past, present, and future infringements, dilutions and other violations of any of the foregoing, (d) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past, present, or future infringements, dilutions or other violations of any of the foregoing; and (e) all other rights, priorities and privileges accruing thereunder or pertaining thereto throughout the world; provided, however, that the Collateral does not include any "intent-to-use" applications prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such intent-to-use application under applicable federal law.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of Security Interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Intellectual Property granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have duly executed this Agreement as of the day and year first above written.

ALTOUR DELAWARE, LLC,
as a Grantor

DocuSigned by:
By: Robert Klug
Name: Robert Klug
Title: Chief Financial Officer and Treasurer

BONOTEL LLC,
as a Grantor

DocuSigned by:
By: Robert Klug
Name: Robert Klug
Title: Chief Financial Officer and Treasurer

NEXION, LLC,
as a Grantor

DocuSigned by:
By: Robert Klug
Name: Robert Klug
Title: Chief Financial Officer and Treasurer

TRAVEL LEADERS GROUP, LLC,
as a Grantor

DocuSigned by:
By: Robert Klug
Name: Robert Klug
Title: Chief Financial Officer and Treasurer

TRAVEL LEADERS GROUP HOLDINGS, LLC,
as a Grantor

DocuSigned by:
By: Robert Klug
Name: Robert Klug
Title: Chief Financial Officer and Treasurer

ACCEPTED AND AGREED
as of the date first above written:

HPS INVESTMENT PARTNERS, LLC,
as Collateral Agent

By: 

Name: Jeffrey Fishman

Title: Managing Director

SCHEDULE A

UNITED STATES TRADEMARK REGISTRATIONS:

Record Owner	Registration/Serial Number	Trademark	Registration Date
Altour Delaware, LLC	3045911	Altour	1/17/2006
Altour Delaware, LLC	3196681	Altour Air	1/9/2007
Altour Delaware, LLC	5999855	The Travel Authority an ALTOUR company (and design) 	3/3/2020
Andrew Harper, LLC ¹	5652726		11/16/2017
Bonotel LLC	2519252	BONOTEL EXCLUSIVE TRAVEL	12/18/2001
Bonotel LLC	5478759		5/29/2018
Bonotel LLC	5604197		11/13/2018
Nexion, LLC	4371510	NEXION	7/23/2013
Nexion, LLC	4371511	NEXION (& Design)	7/23/2013
Nexion, LLC	5346759	MYNEXION	11/28/2017
Nexion, LLC	5402063	MYNEXION (& Design)	2/13/2018
Travel Leaders Group, LLC	4262637	AGENT UNIVERSE	12/18/2012
Travel Leaders Group, LLC	3498337	ALL ABOARD TRAVEL	9/9/2008
Travel Leaders Group, LLC	4282909	CRUCON	1/29/2013
Travel Leaders Group, LLC	3544524	CRUISE SPECIALISTS (& Design)	12/9/2008
Travel Leaders Group, LLC	4147446	CRUISEDEALS	5/22/2012
Travel Leaders Group, LLC	3383558	LUXURY TRAVEL NETWORK	2/12/2008

¹ Mark to be transferred to Travel Leaders Group, LLC

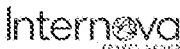

SCHEDULE A

Record Owner	Registration/Serial Number	Trademark	Registration Date
Travel Leaders Group, LLC	1933213	POSTCARDS	11/7/1995
Travel Leaders Group, LLC	6214566	Protravel International	12/8/2020
Travel Leaders Group, LLC	3022236	SINGLESCRUISE.COM	11/29/2005
Travel Leaders Group, LLC	3170741	TRAVEL LEADERS	11/14/2006
Travel Leaders Group, LLC	3977345	TRAVEL LEADERS ARROW LOGO	6/14/2011
Travel Leaders Group, LLC	4768618	TZELL	7/7/2015
Travel Leaders Group, LLC	1476229	CRUISE HOLIDAYS & DESIGN	2/9/1988
Travel Leaders Group, LLC	4391219	Cruise Holidays (words only)	8/27/2013
Travel Leaders Group, LLC	2903217	VACATION.COM	11/16/2004
Travel Leaders Group, LLC	5192683	TL NETWORK	4/25/2017
Travel Leaders Group, LLC	6142921	TRAVEL LEADERS VACATION CENTER	9/1/2020
Travel Leaders Group, LLC	5317543	TEARDROP & EYE LOGO	10/24/2017
Travel Leaders Group, LLC	5317541	PINSIGHT	10/24/2017
Travel Leaders Group, LLC	5459640	TRAVEL LEADERS CORPORATE CONNECT (& Design)	5/1/2018
Travel Leaders Group, LLC	5530856	TRAVEL LEADERS NETWORK	7/31/2018
Travel Leaders Group, LLC	5611123	VIEWFROM36K	11/20/2018
Travel Leaders Group, LLC	4672681	 Andrew Harper	1/13/2015
Travel Leaders Group, LLC	3140541	ANDREW HARPER TRAVEL	9/5/2006
Travel Leaders Group, LLC	3390915	ANDREW HARPER	3/4/2008

SCHEDULE A

Record Owner	Registration/Serial Number	Trademark	Registration Date
Travel Leaders Group, LLC	2576526	THE ANDREW HARPER COLLECTION	6/4/2002
Travel Leaders Group, LLC	1869509	ANDREW HARPER'S	12/27/1994
Travel Leaders Group, LLC	1329520	ANDREW HARPER'S HIDEAWAY REPORT	4/9/1985

UNITED STATES PENDING TRADEMARK APPLICATIONS

Owner	Trademark	Serial Number	Filing Date
Travel Leaders Group Holdings, LLC		90517817	2/8/2021
Travel Leaders Group Holdings, LLC	INTERNOVA TRAVEL GROUP	90517815	2/8/2021
Travel Leaders Group, LLC		90317916	11/13/2020
Travel Leaders Group, LLC	ANDREW HARPER'S Q CLUB	97054118	9/30/2021
Travel Leaders Group, LLC	AH ANDREW HARPER	97054124	9/30/2021
Travel Leaders Group, LLC	OLTRE ÓL.TRE	97798122	2/16/2023
Travel Leaders Group, LLC	GTC	97456632	6/14/2022

SCHEDULE A