

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM832417

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cultural Experiences Abroad, LLC		08/16/2023	Limited Liability Company: DELAWARE
CAPA International Education LLC	FORMERLY CAPA International Education Limited Partnership	08/16/2023	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Maranon Capital, L.P., as administrative agent		
Street Address:	303 West Madison Street, Suite 2500		
Internal Address:	Attention: Greg Daniele		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2659572	CEA	
Registration Number:	2543149	CEA	
Registration Number:	5138031	GLOBAL INSTITUTES	
Registration Number:	5138030	GLOBAL INTERNSHIPS	
Registration Number:	2542111	CAPA	
Serial Number:	97815121	CEA CAPA EDUCATION ABROAD	
Serial Number:	97815115	CEA CAPA	
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:	3127018637		
Email:	ipdocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	71 S. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		

CH \$190.00 2659572

ATTORNEY DOCKET NUMBER:	23744586
NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	08/16/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 16, 2023, is made by Cultural Experiences Abroad, LLC, ("Cultural Experiences"), and CAPA International Education LLC ("CAPA International") (each a "Grantor" and, collectively, the "Grantors"), in favor of Maranon Capital, L.P., as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 16, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Cultural Experiences Abroad, LLC, a Delaware limited liability company (the "Company"), CEA CAPA Midco, LLC, a Delaware limited liability company ("Holdings"), the other Loan Parties party thereto, the Lenders from time to time party thereto and the Administrative Agent, the Secured Parties have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantors have agreed, pursuant to a Security Agreement dated as of August 16, 2023 in favor of the Administrative Agent (and as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Security Agreement") to pledge and grant to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all of such Grantor's Intellectual Property, including, without limitation, the Trademark Collateral (as defined below), and the Security Agreement requires that each Grantor execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or Security Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. If a Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Such Grantor shall give prompt notice in writing to the Administrative Agent with respect to any such new Trademarks or renewal or extension of any Trademark registration. Without limiting any Grantor's obligations under this Section, each Grantor hereby authorizes the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule 1 to include any such new Trademarks of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1.

Section 6. Counterparts. 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt by telecopy or electronic mail of any executed signature page to this Security Agreement shall constitute effective delivery of such signature page. This Security Agreement to the extent signed and delivered by means of a facsimile machine or Electronic Transmission shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or Electronic Transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a

facsimile machine or Electronic Transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

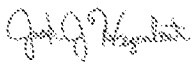
Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]


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

Very truly yours,

CULTURAL EXPERIENCES ABROAD,
LLC
as a Grantor

By: 
Name: Joseph J. Hegenbart
Title: Authorized Representative

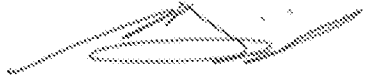
CAPA INTERNATIONAL EDUCATION
LLC
as a Grantor

By: 
Name: Joseph J. Hegenbart
Title: Authorized Representative

ACKNOWLEDGED AND AGREED
as of the date first above written:

MARANON CAPITAL, L.P., as
Administrative Agent

By:



Name: Greg Daniele

Title: Managing Director

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Filing Date	Registration No.	Mark	Jurisdiction	Owner of Record
December 10, 2002	2659572	CEA	USA	Cultural Experiences Abroad, LLC
February 26, 2002	2543149	CEA	USA	Cultural Experiences Abroad, LLC
February 7, 2017	5138031	GLOBAL INSTITUTES	USA	CAPA International Education LLC ¹
February 7, 2017	5138030	GLOBAL INTERNSHIPS	USA	CAPA International Education LLC ²
February 26, 2002	2542111	CAPA	USA	CAPA International Education LLC ³

2. TRADEMARK APPLICATIONS

Application Date	Application No.	Mark	Jurisdiction	Owner of Record
February 28, 2023	97815121	CEA CAPA EDUCATION ABROAD	USA	Cultural Experiences Abroad, LLC
February 28, 2023	97815115	CEA CAPA	USA	Cultural Experiences Abroad, LLC

¹ Current Owner of Record is CAPA International Education Limited Partnership, who is predecessor by conversion to CAPA International Education LLC.

² Current Owner of Record is CAPA International Education Limited Partnership, who is predecessor by conversion to CAPA International Education LLC.

³ Current Owner of Record is CAPA International Education Limited Partnership, who is predecessor by conversion to CAPA International Education LLC.