

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM835037

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900787440		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRIPADVISOR LLC		06/29/2023	Limited Liability Company: DELAWARE
VIATOR, INC.		06/29/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	4 CHASE METROTECH CENTER		
City:	BROOKLYN		
State/Country:	NEW YORK		
Postal Code:	11245		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6343165		
Registration Number:	6847152		
Registration Number:	6847151	TRIPADVISOR	
Registration Number:	3958544	JETSETTER	
Serial Number:	88810251	THERE'S GOOD OUT THERE	
Registration Number:	6821778	VIATOR	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	2069388		

NAME OF SUBMITTER:	Devon Forester
SIGNATURE:	/Devon Forester/
DATE SIGNED:	08/28/2023
Total Attachments: 7 source=TripAd Trademark Security Agreement Coversheet v2#page3.tif source=TripAd Trademark Security Agreement Coversheet v2#page4.tif source=TripAd Trademark Security Agreement Coversheet v2#page5.tif source=TripAd Trademark Security Agreement Coversheet v2#page6.tif source=TripAd Trademark Security Agreement Coversheet v2#page7.tif source=TripAd Trademark Security Agreement Coversheet v2#page8.tif source=TripAd Trademark Security Agreement Coversheet v2#page9.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT dated as of June 29, 2023 (this "Agreement"), among TRIPADVISOR, INC., a Delaware corporation, the other GRANTORS from time to time party hereto and JPMORGAN CHASE BANK, N.A., as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of June 26, 2015, as amended and restated as of June 29, 2023 (as it may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TripAdvisor, Inc., a Delaware corporation ("Parent"), TripAdvisor Holdings, LLC, a Massachusetts limited liability company, TripAdvisor LLC, a Delaware limited liability company, the other Borrowers from time to time party thereto, the Lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent, and (b) the Collateral Agreement referred to therein. The Lenders and Issuing Banks have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement.

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment and performance in full of the Secured Obligations, each Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Patent and Trademark Collateral"):

(a) (i) all letters patent of the United States of America or the equivalent thereof in any other country, all registrations and recordings thereof and all applications for letters patent of the United States of America or the equivalent thereof in any other country or any political subdivision thereof, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country or any political subdivision thereof, including, in the case of any Grantor, any of the foregoing set forth under its name on Schedule I hereto, and (ii) all reissues, continuations, divisionals, continuations-in-part, reexaminations, supplemental examinations, inter partes reviews, renewals, adjustments or extensions thereof, and the inventions disclosed or claimed therein; and

(b) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, global top level domain names, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registrations and pending applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar office in any State of the United States of America or any other country or any political subdivision thereof, all extensions or renewals thereof, and all common law rights

related thereto, including, in the case of any Grantor, any of the foregoing set forth under its name on Schedule II hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill;

in each case, other than any such asset if, to the extent and for so long as such asset does not, pursuant to the final proviso of Section 3.01(a) of the Collateral Agreement, constitute Article 9 Collateral.

SECTION 3. Intellectual Property License. Pursuant to the Collateral Agreement, for the purpose of enabling the Administrative Agent to exercise rights and remedies under Article IV of the Collateral Agreement at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, an irrevocable, nonexclusive perpetual license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sublicense any of the Article 9 Collateral consisting of Intellectual Property owned as of the date of the Collateral Agreement or thereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof, and, to the extent permitted by applicable law, the right to prosecute and maintain all Intellectual Property and the right to sue for infringement of the Intellectual Property.

SECTION 4. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance of, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent and Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

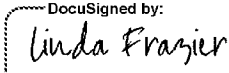
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. Incorporation by Reference. The provisions of Sections 5.02, 5.04, 5.06, 5.09 and 5.10 of the Collateral Agreement are hereby incorporated by reference herein as if set forth in full force herein, mutatis mutandis.

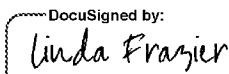
[Signature Pages Follow]

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

TRIPADVISOR LLC

By: 
Name: Linda C. Frazier
Title: Manager, Vice President and Secretary

VIATOR, INC.

By: 
Name: Linda C. Frazier
Title: Vice President and Secretary

JPMORGAN CHASE BANK, N.A., as
the Administrative Agent

by 
Bruce S. Borden
Executive Director

[SIGNATURE PAGE TO PATENT & TRADEMARK SECURITY AGREEMENT]

ACTIVE/123907047.2

TRADEMARK
REEL: 008180 FRAME: 0578




SCHEDULE I

None.

SCHEDULE II

U.S. TRADEMARKS OWNED BY TRIPADVISOR LLC

Registered Trademarks/Trademark Applications

REGISTERED OWNER	MARK	COUNTRY	REG. NO.	REG. DATE
TRIPADVISOR LLC	DESIGN ONLY 	UNITED STATES	6,343,165	05/04/2021
TRIPADVISOR LLC	DESIGN ONLY 	UNITED STATES	6,847,152	09/13/2022
TRIPADVISOR LLC		UNITED STATES	6,847,151	09/13/2022
TRIPADVISOR LLC	JETSETTER	UNITED STATES	3,958,544	05/10/2011
TRIPADVISOR LLC	THERE'S GOOD OUT THERE	UNITED STATES	88/810,251	02/25/2020

U.S. TRADEMARKS OWNED BY VIATOR, INC.

Registered Trademarks/Trademark Applications

REGISTERED OWNER	MARK	COUNTRY	REG. NO.	REG. DATE
VIATOR, INC.	VIATOR	UNITED STATES	6,821,778	08/16/2022
VIATOR, INC.	VIATOR	HAWAII	4,062,103	04/15/2008
VIATOR, INC.	ALLBIGISLANDHAWAII TOURS	HAWAII	4,062,043	04/11/2008
VIATOR, INC.	ALLHAWAII TOURS	HAWAII	4,062,044	04/11/2008
VIATOR, INC.	ALLKAUAIHAWAII TOURS	HAWAII	4,062,045	04/11/2008
VIATOR, INC.	ALLMAUI TOURS	HAWAII	4,062,046	04/11/2008

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