

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM849675

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TP-HOLIDAY GROUP LIMITED		10/24/2023	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association, as ABL Agent		
<b>Street Address:</b>	340 Madison Avenue		
<b>Internal Address:</b>	11th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10173		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2951244	NEXTECH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>			
<b>Phone:</b>	8007130755		
<b>Email:</b>	erin.roberson@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Timothy R. O'Brien		
<b>SIGNATURE:</b>	/Timothy R. O'Brien/		
<b>DATE SIGNED:</b>	10/30/2023		
<b>Total Attachments: 8</b>			
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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

TP-HOLIDAY GROUP LIMITED

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: Canada  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 24, 2023

- Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: PNC Bank, National Association, as ABL Agent

Street Address: 340 Madison Avenue, 11th Floor

City: New York

State: New York

Country: USA Zip: 10173

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship USA  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

See attached schedule.

See attached schedule.

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY Zip: 12205

Phone Number: 800-342-3676

Docket Number: \_\_\_\_\_

Email Address: cls-udsalbany@wolterskluwer.com

### 6. Total number of applications and registrations involved:

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

### 8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: \_\_\_\_\_ /s/ Timothy R. O'Brien

October 30, 2023

Signature

Date

Timothy R. O'Brien

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

## **CANADIAN TRADEMARK SECURITY AGREEMENT**

This **CANADIAN TRADEMARK SECURITY AGREEMENT**, dated as of October 24, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**,” and, collectively, the “**Grantors**”) in favour of PNC Bank, National Association, as ABL Agent and ABL Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**ABL Agent**”).

**WHEREAS**, the Grantors are party to a Canadian Security Agreement, dated as of October 24, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the ABL Agent pursuant to which the Grantors granted a security interest to the ABL Agent, for the benefit of the Secured Parties, in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the ABL Agent as follows:

### **SECTION 1. DEFINED TERMS**

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### **SECTION 2. GRANT OF SECURITY INTEREST**

As security for the payment or performance in full of the Obligations, each Grantor hereby pledges to the ABL Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the ABL Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or hereafter owned 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 “**Trademark Collateral**”); *provided*, that the Trademark Collateral shall not include any Excluded Assets:

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, all registrations thereof, and all registration applications filed in connection therewith, including registration applications filed in the United States Patent and Trademark Office (“**USPTO**”) or the Canadian Intellectual Property Office (“**CIPO**”), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby,

- (ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,
- (iii) all rights corresponding to the foregoing throughout the world, and
- (iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing, in whatever form.

**SECTION 2.1 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, 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 that issues from such intent-to-use application under applicable federal law.

### **SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the ABL Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the ABL 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. RECORDATION AND AGREEMENT TO COOPERATE**

Each Grantor hereby authorizes and requests that the USPTO and the CIPO record this Trademark Security Agreement. Each Grantor agrees to reasonably cooperate with the ABL Agent with respect to any further documents or information needed in order to effectuate the terms of this Agreement, including but not limited to executing any additional documents as reasonably requested by the ABL Agent.

### **SECTION 5. TERMINATION**

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the termination of the Revolving Commitments of all of the Lenders and the payment in full in cash of all Obligations (other than any indemnification obligations not then due). Upon the termination of this Agreement, the ABL Agent shall execute and deliver to the Grantors, at the Grantors’ expense, documents reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

## **SECTION 6. GOVERNING LAW**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN.

## **SECTION 7. COUNTERPARTS**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

**TP-HOLIDAY GROUP LIMITED**

DocuSigned by:

*Robert Cooper*

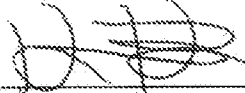
Name

Robert Cooper

Title:

Chief Executive Officer and  
Treasurer

PNC BANK, NATIONAL ASSOCIATION,  
as ABL Agent

By:   
Name: Abbas Nour  
Title: SVP

[Signature Page to Canadian Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008242 FRAME: 0750**



SCHEDULE A  
to  
CANADIAN TRADEMARK SECURITY AGREEMENT

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Mark</b>	<b>Country</b>	<b>Serial/ Application No.</b>	<b>Registration No.</b>	<b>Status</b>	<b>Current Owner Of Record</b>
NEXTECH	US	78/064362	2951244	Registered	TP-Holiday Group Limited
AIRWAY	Canada	1458852	TMA838702	Registered	TP-Holiday Group Limited
BELLEZZA	Canada	1814667	TMA1068347	Registered	TP-Holiday Group Limited
CANADIAN TRAVELLER	Canada	0727924	TMA503380	Registered	TP-Holiday Group Limited
CANADIANA	Canada	0242526	TMA117184	Registered	TP-Holiday Group Limited
CONNAISSEUR	Canada	0619727	TMA405718	Registered	TP-Holiday Group Limited
ELEGANCE	Canada	0312510	TMA161903	Registered	TP-Holiday Group Limited
EMBASSY	Canada	0312507	TMA161900	Registered	TP-Holiday Group Limited
GLOBAL TRAVELLER	Canada	1069670	TMA576805	Registered	TP-Holiday Group Limited
GRAPHITE	Canada	0635754	TMA378414	Registered	TP-Holiday Group Limited
HOLIDAY	Canada	0203067	UCA32527	Registered	TP-Holiday Group Limited
IMPACT	Canada	0520268	TMA304263	Registered	TP-Holiday Group Limited
IMPULS	Canada	0667877	TMA414711	Registered	TP-Holiday Group Limited
MICROLITE	Canada	1010680	TMA564633	Registered	TP- Holiday Group Limited

<b>Mark</b>	<b>Country</b>	<b>Serial/ Application No.</b>	<b>Registration No.</b>	<b>Status</b>	<b>Current Owner Of Record</b>
NEXTECH	Canada	1070055	TMA578812	Registered	TP-Holiday Group Limited
REFLECTEK & DESIGN	Canada	0893767	TMA553137	Registered	TP-Holiday Group Limited
TRAVELITE	Canada	0447646	TMA269950	Registered	TP-Holiday Group Limited
TRAVELLE	Canada	1320398	TMA738103	Registered	TP-Holiday Group Limited
WIND POWER	Canada	1069723	TMA570165	Registered	TP-Holiday Group Limited
TRAILBLAZER	Canada	2284065		Pending	TP-Holiday Group Limited

Schedule A to Canadian Trademark Security Agreement