

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM852043

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Scheduled Airlines Traffic Offices, LLC		11/08/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association		
<b>Street Address:</b>	50 South Sixth Street		
<b>Internal Address:</b>	Suite 1290		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4835995	SATO VACATIONS	
<b>Registration Number:</b>	2690293	SATOTRAVEL	
<b>Registration Number:</b>	1766257	SATO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	212.318.6000		
<b>Email:</b>	yoosonlee@paulhastings.com		
<b>Correspondent Name:</b>	Yooson Sandy Lee		
<b>Address Line 1:</b>	Paul Hastings LLP		
<b>Address Line 2:</b>	200 Park Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10166		
<b>NAME OF SUBMITTER:</b>	Yooson Sandy Lee		
<b>SIGNATURE:</b>	/s/ Yooson Sandy Lee		
<b>DATE SIGNED:</b>	11/08/2023		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 8, 2023 (this “Trademark Security Agreement”), made by SCHEDULED AIRLINES TRAFFIC OFFICES, LLC, a Delaware limited liability company (the “Grantor”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent.

Reference is made to the Senior Secured Second Lien Term Loan Credit Agreement, dated as of November 8, 2023 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, Holdings, the Guarantors party thereto from time to time, each Lender from time to time party thereto, WILMINGTON TRUST, NATIONAL ASSOCIATION, as Administrative Agent and Collateral Agent, and the other parties thereto from time to time.

WHEREAS, the Grantor is party to a Second Lien Collateral Agreement, dated as of November 8, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent for the benefit of the Secured Parties (as defined therein) pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in, all of the Grantor’s right, title and interest in and to (a) any and all of the Trademarks included in the Collateral (whether now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest), including, without limitation, those Trademark registrations and applications listed on Schedule I hereto and all of the goodwill of Grantor’s business connected with the use of, and symbolized by, such Trademarks (collectively, but excluding any Excluded Assets, the “Trademark Collateral”).

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 Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of

an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and its permitted successors and permitted assigns.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. The provisions of Sections 11.13 and 11.15 of the Credit Agreement are incorporated herein as if full set forth herein mutatis mutandis

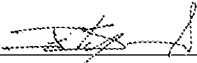
SECTION 7. Termination; Release. Upon the termination of the Security Agreement in accordance with its terms and written request of the Grantor, subject to the receipt of such authorizations, certifications and other documents which the Collateral Agent is entitled to receive (upon request) under the Loan Documents, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument (in form and substance reasonably satisfactory to the Collateral Agent and prepared by the Grantor) in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement. The Security Interest created hereunder shall be released in accordance with Section 9.16 of the Security Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the 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.

**SCHEDULED AIRLINES TRAFFIC  
OFFICES, LLC**

as Grantor

By:   
Name: James Shepherd  
Title: Authorized Signatory


Accepted and Agreed:

**WILMINGTON TRUST, NATIONAL ASSOCIATION**  
as Collateral Agent

By: \_\_\_\_\_

Name:

Title:

  
**Jeffery Rose**  
**Vice President**

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008253 FRAME: 0631**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**UNITED STATES TRADEMARKS:**

<b>Trademark / Design</b>	<b>Jurisdiction</b>	<b>Application Number</b>	<b>Reg. Number</b>	<b>Filing Date</b>	<b>Reg. Date</b>	<b>Status</b>	<b>Owner</b>
SATO VACATIONS	USA	86558611	4835995	3/10/2015	10/20/2015	Registered	Scheduled Airlines Traffic Offices, LLC
SATOTRAVEL	USA	76338493	2690293	11/16/2001	2/25/2003	Registered	Scheduled Airlines Traffic Offices, LLC
SATO	USA	74292574	1766257	7/9/1992	4/20/1993	Registered	Scheduled Airlines Traffic Offices, LLC