

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM868422

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Travelers Haven L.L.C.		01/16/2024	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	BARCLAYS BANK PLC, as Collateral Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: ENGLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4323436	TRAVELERS HAVEN	
Registration Number:	6038289	HAVN	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	2124552592		
Email:	jmull@stblaw.com		
Correspondent Name:	Courtney Welshimer		
Address Line 1:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	001312/0050		
NAME OF SUBMITTER:	J. Jason Mull		
SIGNATURE:	/J. Jason Mull/		
DATE SIGNED:	01/16/2024		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of January 16, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), between the OBLIGOR listed on the signature pages hereto (the “Grantor”), and BARCLAYS BANK PLC, as collateral agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (herein in such capacity, the “Collateral Agent”).

RECITALS

(A) BLUEGROUND US, INC., a Delaware corporation (the “Borrower”), the other OBLIGORS party thereto, the LENDERS and ISSUING BANKS from time to time party thereto, BARCLAYS BANK PLC, as administrative agent (in such capacity, the “Administrative Agent”) and the Collateral Agent, have entered into a Revolving Credit and Guaranty Agreement, dated as of November January 16, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

(B) The Grantor is party to a U.S. Pledge and Security Agreement, dated as of January 16, 2024, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), pursuant to which certain Grantors are required to execute and deliver this Agreement.

(C) Under and subject to the terms of the Pledge and Security Agreement, the Grantor has pledged and granted to the Collateral Agent, for its benefit and for the benefit of the Secured Parties (as defined in the Credit Agreement) a continuing security interest in and Lien on certain Collateral (as set forth in and defined in the Pledge and Security Agreement), including certain Intellectual Property (as set forth in and defined in the Pledge and Security Agreement) of the Grantor, and has agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

(D) In consideration of the mutual conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement or provided by reference in the Credit Agreement.

SECTION 2 Grant of Security Interest in Trademarks

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Obligations, the Grantor hereby pledges and grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of the Grantor’s right, title and interest in, to and under all Trademarks, including those referred to on Schedule I hereto and all of the goodwill connected with the use of or symbolized thereby, along with (i) the right to sue at law or in equity or otherwise recover for any past, present or future infringement, misappropriation, dilution or other violations or impairment thereof or for any injury to goodwill, and (ii)

all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit.

SECTION 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event shall the Collateral include, and the Grantor shall not be deemed to have granted a Security Interest in, any of its right, title or interest in any Trademark that constitutes an Excluded Asset (as that term is defined in the Pledge and Security Agreement).

SECTION 4 Pledge and Security Agreement

This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted pursuant to this Agreement is granted concurrently in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement and is expressly subject to the terms and conditions thereof, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby is more fully set forth in the Pledge and Security Agreement, the terms and provisions of which 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 Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.

SECTION 5 Termination, Release

This Agreement and the Security Interest shall terminate in accordance with Section 9.13 of the Pledge and Security Agreement.

SECTION 6 Governing Law and Consent to Jurisdiction

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK. THE TERMS AND PROVISIONS OF SECTION 9.12 OF THE PLEDGE AND SECURITY AGREEMENT ARE INCORPORATED BY REFERENCE HEREIN WITH RESPECT HERETO AS IF FULLY SET FORTH HEREIN.

SECTION 7 Counterparts

This Agreement and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered will be deemed an original, but all such counterparts together will constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. This Agreement will become effective upon the execution and delivery of a counterpart hereof by each of the parties hereto. Delivery of an executed signature page of this Agreement by facsimile or electronic transmission (e.g., pdf via email) shall be effective as delivery of a manually executed counterpart hereof. The Collateral Agent may also require that any such facsimile or

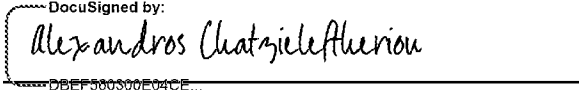
electronic transmission signatures be confirmed by a manually signed original thereof; *provided* that the failure to request or deliver the same shall not limit the effectiveness of any facsimile or electronic transmission signature delivered.

[Signature Page Follows]

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

GRANTOR:

TRAVELERS HAVEN L.L.C.

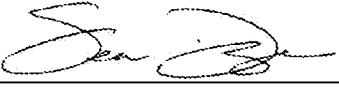
By  DocuSigned by:
Name: Alexandros Chatzieftheriou
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008317 FRAME: 0120

ACCEPTED AND AGREED:

BARCLAYS BANK PLC, as Collateral Agent

By  _____

Name: Sean Duggan

Title: Director

SCHEDULE I

TRADEMARKS

(A) REGISTERED TRADEMARKS

<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	<u>Reg. No.</u>
Travelers Haven L.L.C.	Travelers Haven	USA	4323436
Travelers Haven L.L.C.	HAVN	USA	6038289

(B) TRADEMARK APPLICATIONS

None.