

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI97480

<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>
vegas.com, LLC		03/15/2024	Limited Liability Company: NEVADA
LV.com, LLC		03/15/2024	Limited Liability Company: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Barclays Bank PLC		
<b>Street Address:</b>	745 7th Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Bank: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3563361	THE OFFICIAL VEGAS TRAVEL SITE	
<b>Registration Number:</b>	3563363	THE OFFICIAL VEGAS TRAVEL SITE	
<b>Registration Number:</b>	3563362	THE OFFICIAL VEGAS TRAVEL SITE	
<b>Registration Number:</b>	3629772	VEGAS.COM	
<b>Registration Number:</b>	3182943	VEGAS.COM	
<b>Registration Number:</b>	3173474	VEGAS.COM	
<b>Registration Number:</b>	3629770	VEGAS.COM	
<b>Registration Number:</b>	3200635	VEGAS.COM	
<b>Registration Number:</b>	5348439	V	
<b>Registration Number:</b>	4743678	V	
<b>Registration Number:</b>	4743677	V	
<b>Registration Number:</b>	5519808	VEGAS FROM THE INSIDE	
<b>Registration Number:</b>	5481296	VEGAS FROM THE INSIDE	
<b>Registration Number:</b>	5519809	VEGAS FROM THE INSIDE	
<b>Registration Number:</b>	5916937	LV	
<b>Registration Number:</b>	5916938	LV	
<b>Registration Number:</b>	5922916	LV	

OP \$465.00.00 77352992

Property Type	Number	Word Mark
Registration Number:	3668250	VEGAS 2 GO

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**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, DISTRICT OF COLUMBIA 20036

<b>ATTORNEY DOCKET NUMBER:</b>	2300575 TM
<b>NAME OF SUBMITTER:</b>	Andrew Hackett
<b>SIGNATURE:</b>	Andrew Hackett
<b>DATE SIGNED:</b>	03/15/2024

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT, dated as of March 15, 2024 (this “Agreement”), among the grantors identified on the signature page(s) hereto (each, a “Grantor”) and Barclays Bank PLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the First Lien Credit Agreement dated as of June 30, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among Hoya Midco, LLC, a Delaware limited liability company (the “Borrower”), Hoya Intermediate, LLC, a Delaware limited liability company (“Holdings”) the Lenders and Issuing Banks from time to time party thereto and Barclays Bank PLC, as Administrative Agent and (b) the First Lien Collateral Agreement dated of June 30, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among Holdings, the Borrower, the other Grantors from time to time party thereto, and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement, and if not defined therein, the meanings specified in the Credit Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in (i) all of such Grantor’s right, title and interest in, to and under its United States Trademark applications and registrations, including the registrations and applications therefor as listed on Schedule I attached hereto (the “Trademark Collateral”), (ii) all Proceeds and products of the Trademark Collateral, (iii) the goodwill of the businesses associated with or symbolized by the Trademark Collateral and (iv) all claims for, and rights to sue for, past or future infringements, dilutions or other violations of any of the Trademark Collateral. This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office prior to the filing of a “Statement of Use” or an “Amendment to Allege Use”, with respect thereto, but only 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 such intent-to-use Trademark application or any registration that may issue therefrom under applicable federal law.

SECTION 3. Termination. Subject to Section 6.13 of the Collateral Agreement, upon the occurrence of the Termination Date, the Security Interest granted herein shall terminate and the Collateral Agent shall execute and deliver to the Grantors any reasonable instrument in writing in recordable form to evidence and release the Security Interest under this Agreement.

Any execution and delivery of documents by the Collateral Agent pursuant to this Section shall be without representation or warranty by the Collateral Agent or any other Secured Party.

SECTION 4. Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

*[Remainder of Page Intentionally Left Blank]*

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

VEGAS.COM, LLC, as Grantor

DocuSigned by:  
By: Stanley Chia  
Name: Stanley Chia  
Title: President and Chief Executive Officer

LV.COM, LLC, as Grantor

DocuSigned by:  
By: Stanley Chia  
Name: Stanley Chia  
Title: President and Chief Executive Officer







BARCLAYS BANK PLC, as Collateral Agent

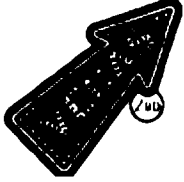
By:  \_\_\_\_\_

Name: Ozioma Ejiofor

Title: Assistant Vice President

Schedule I

<b>Trademark</b>	<b>Registration Number</b>	<b>Status</b>	<b>Owner / Applicant</b>
THE OFFICIAL VEGAS TRAVEL SITE	3563361	registered	vegas.com, LLC
THE OFFICIAL VEGAS TRAVEL SITE	3563363	registered	vegas.com, LLC
THE OFFICIAL VEGAS TRAVEL SITE	3563362	registered	vegas.com, LLC
VEGAS.COM	3629772	registered	vegas.com, LLC
VEGAS.COM	3182943	registered	vegas.com, LLC
VEGAS.COM	3173474	registered	vegas.com, LLC
VEGAS.COM	3629770	registered	vegas.com, LLC
VEGAS.COM	3200635	registered	vegas.com, LLC
	5348439	registered	vegas.com, LLC
	4743678	registered	vegas.com, LLC
	4743677	registered	vegas.com, LLC
VEGAS FROM THE INSIDE	5519808	registered	vegas.com, LLC
VEGAS FROM THE INSIDE	5481296	registered	vegas.com, LLC
VEGAS FROM THE INSIDE	5519809	registered	vegas.com, LLC
	5916937	registered	LV.com, LLC
	5916938	registered	LV.com, LLC
	5922916	registered	LV.com, LLC

	3668250	registered	vegas.com, LLC and Greenspun Media Group, LLC
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