

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI123717

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Direct Travel, Inc.		03/27/2024	Corporation: DELAWARE
Best Travel & Tours, Inc.		03/27/2024	Corporation: ILLINOIS
Creative Group, Inc.		03/27/2024	Corporation: WISCONSIN
Vision Travel Solutions Inc.		03/27/2024	Corporation: CANADA
RECEIVING PARTY DATA			
Company Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	5524665		
Registration Number:	5549537	DIRECT ATPI GLOBAL TRAVEL	
Registration Number:	5549540	DIRECT ATPI GLOBAL TRAVEL	
Registration Number:	4634148	DIRECT TRAVEL	
Registration Number:	4634304	DIRECT TRAVEL VACATIONS	
Registration Number:	6126518	DIRECT VIEW CONSULTING	
Registration Number:	4709490	DIRECT2U	
Registration Number:	4603340	DT	
Registration Number:	5058514	DT DIRECT TRAVEL LUXE THE ART OF TAILORED TRAVEL	
Registration Number:	4964095	DT ESCAPES	
Registration Number:	4864120	DT EXECUTIVE ELITE	
Registration Number:	5058511	DT LUXE THE ART OF TAILORED TRAVEL	
Registration Number:	3820766	RING OF FIRE EXPEDITIONS	
Registration Number:	7094702	AMPWORKS	
Registration Number:	5182583	CREATIVE GROUP	

OP \$690.00.00 87730708

Property Type	Number	Word Mark
Registration Number:	5360462	CREATIVE GROUP
Registration Number:	5151319	CREATIVEEDGE
Registration Number:	5150469	I XPERIENCE
Registration Number:	5150470	I XPERIENCE
Registration Number:	5182582	
Registration Number:	5317662	LET'S THRIVE.
Registration Number:	6075481	PINPOINTE
Registration Number:	5612236	THRIVABILITY
Registration Number:	5784527	I LOVE CRUISING
Serial Number:	98199186	I XPERIENCE
Serial Number:	90877609	DT DIRECT PRICE ASSURANCE
Serial Number:	97851092	DT DIRECT TRAVEL

CORRESPONDENCE DATA

Fax Number: 4045725100

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: 4045723117

Email: AQuinn@KSLAW.com

Correspondent Name: Alanna Quinn

Address Line 1: 1180 Peachtree St NE

Address Line 2: Suite 1600

Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER: Alanna Quinn

SIGNATURE: Alanna Quinn

DATE SIGNED: 03/27/2024

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

WHEREAS, Direct Travel, Inc., a Delaware corporation, Best Travel & Tours, Inc., an Illinois corporation, Creative Group, Inc., a Wisconsin corporation and Vision Travel Solutions Inc., a Canadian corporation (herein referred to as the “**Grantors**”) owns, the Trademark Collateral (as defined below);

WHEREAS, DTA Intermediate II Ltd., a Delaware corporation (the “**Borrower**”), DTA Intermediate Ltd., a Delaware corporation (“**Holdings**”), the Lenders, and Wilmington Trust, National Association, as Administrative Agent and Collateral Agent, are parties to that certain Credit Agreement, dated as of March 27, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to that certain Security Agreement, dated as of March 27, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among the Borrower, Holdings, the other Grantors party thereto and Wilmington Trust, National Association, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors and permitted assigns in such capacity, the “**Grantee**”), the Grantors has secured certain of its obligations (its “**Secured Obligations**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest (the “**Transaction Liens**”) in certain personal property of the Grantors, including all right, title and interest of the Grantors in, to and under the Trademark Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors grants to the Grantee, to secure its Secured Obligations, a continuing security interest in all of the Grantors’ right, title and interest in, to and under the following to the extent it constitutes Collateral (including giving effect to the proviso in Section 2(a) thereof) (all of the following items, to the extent constituting Collateral being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

- i. each Trademark registration and application thereof owned by the Grantors and identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark.

This Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such property is excluded as Collateral by the terms of the Security Agreement, including in any Excluded Property.

Notice is in effect all or any of the powers provided for in Section 15 of the Security Agreement with respect to all or any of the Trademark Collateral.

The foregoing security interest has been granted under the Security Agreement. The Grantors acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral 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

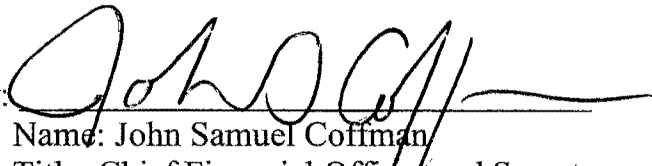
forth herein. In the event of a conflict between the Security Agreement and this Trademark Security Agreement, the terms of the Security Agreement shall control.

Upon termination of the Transaction Liens in the Trademark Collateral pursuant to the Security Agreement, the security interests granted hereby shall automatically terminate and be released, and the Grantee will, at the expense of the Grantors, execute and deliver to the Grantors such documents, and take such other actions, as the Grantors shall reasonably request to evidence the termination of the security interests granted hereby.

Capitalized terms used but not defined herein but defined in the Security Agreement are used herein with the respective meanings provided for therein.

IN WITNESS WHEREOF, the Grantors has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 27th day of March, 2024.

DIRECT TRAVEL, INC.
BEST TRAVEL & TOURS, INC.
CREATIVE GROUP, INC.
VISION TRAVEL SOLUTIONS INC.,

By: 
Name: John Samuel Coffman
Title: Chief Financial Officer and Secretary

Acknowledged:

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Collateral Agent

By: _____
Name:
Title:

forth herein. In the event of a conflict between the Security Agreement and this Trademark Security Agreement, the terms of the Security Agreement shall control.

Upon termination of the Transaction Liens in the Trademark Collateral pursuant to the Security Agreement, the security interests granted hereby shall automatically terminate and be released, and the Grantee will, at the expense of the Grantors, execute and deliver to the Grantors such documents, and take such other actions, as the Grantors shall reasonably request to evidence the termination of the security interests granted hereby.

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DIRECT TRAVEL, INC.
BEST TRAVEL & TOURS, INC.
CREATIVE GROUP, INC.
VISION TRAVEL SOLUTIONS INC.

By: _____
Name:
Title:

Acknowledged:

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Collateral Agent

By:  _____
Name: Teisha Wright
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008381 FRAME: 0225

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE	RECORD OWNER
(Device Only)	5524665	7/24/2018	DIRECT TRAVEL, INC.
DIRECT ATPI GLOBAL TRAVEL	5549537	8/28/2018	DIRECT TRAVEL, INC.
DIRECT ATPI GLOBAL TRAVEL	5549540	8/28/2018	DIRECT TRAVEL, INC.
DIRECT TRAVEL	4634148	11/4/2014	DIRECT TRAVEL, INC.
DIRECT TRAVEL VACATIONS	4634304	11/4/2014	DIRECT TRAVEL, INC.
DIRECT VIEW CONSULTING	6126518	8/11/2020	DIRECT TRAVEL, INC.
DIRECT2U	4709490	3/24/2015	DIRECT TRAVEL, INC.
DT	4603340	3/24/2015	DIRECT TRAVEL, INC.
DT DIRECT TRAVEL LUXE THE ART OF TAILORED TRAVEL	5058514	10/11/2016	DIRECT TRAVEL, INC.
DT ESCAPES	4964095	5/24/2016	DIRECT TRAVEL, INC.
DT EXECUTIVE ELITE	4864120	12/1/2015	DIRECT TRAVEL, INC.
DT LUXE THE ART OF TAILORED TRAVEL	5058511	10/11/2016	DIRECT TRAVEL, INC.
RING OF FIRE EXPEDITIONS	3820766	7/20/2010	DIRECT TRAVEL, INC.
AMPWORKS	7094702	6/27/2023	CREATIVE GROUP, INC.
CREATIVE GROUP	5182583	4/11/2017	CREATIVE GROUP, INC.
CREATIVE GROUP & Design	5360462	12/19/2017	CREATIVE GROUP, INC.
CREATIVEEDGE	5151319	2/28/2017	CREATIVE GROUP, INC.
I XPERIENCE	5150469	2/28/2017	CREATIVE GROUP, INC.
I XPERIENCE	5150470	2/28/2017	CREATIVE GROUP, INC.
INTERLOCKING OVALS Design	5182582	4/11/2017	CREATIVE GROUP, INC.

LET'S THRIVE.	5317662	10/24/2017	CREATIVE GROUP, INC.
PINPOINTE	6075481	6/9/2020	CREATIVE GROUP, INC.
THRIVABILITY	5612236	11/20/2018	CREATIVE GROUP, INC.
I LOVE CRUISING	5784527	6/25/2019	VISION TRAVEL SOLUTIONS INC.

U.S. TRADEMARK APPLICATIONS

TRADEMARK	REG. NO.	REG. DATE	RECORD OWNER
i xperience*	98199186	9/27/2023	CREATIVE GROUP, INC.
DT DIRECT PRICE ASSURANCE*	90877609	8/11/2021	DIRECT TRAVEL, INC.
DT DIRECT TRAVEL & Design*	97851092	3/22/2023	DIRECT TRAVEL, INC.