

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615715

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VBR Tours, LLC		12/18/2020	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Lloyds Bank plc		
Street Address:	New Uberior House, 11 Earl Grey St		
Internal Address:	3 FL		
City:	Edinburgh		
State/Country:	UNITED KINGDOM		
Postal Code:	EH3 9BN		
Entity Type:	Corporation: ENGLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3909943	VACATIONS BY RAIL	
Registration Number:	2536192	CANADA A LA CARTE	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	581161		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	12/21/2020		
Total Attachments: 6			
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**Grant of Security Interest
in United States Patents and Trademarks**

This **PATENT AND TRADEMARK SECURITY AGREEMENT**, dated as of December 18, 2020 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "**Grantors**") in favor of Lloyds Bank PLC, as Security Agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Security Agent**").

WHEREAS, the Grantors are party to a Pledge and Security Agreement dated as of December 18, 2020 (the "**Pledge and Security Agreement**") between each of the Grantors and the other grantors party thereto and the Security Agent pursuant to which the Grantors granted a security interest to the Security Agent in the Patent and 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 Security Agent 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.

SECTION 2. Grant of Security Interest

Each Grantor hereby pledges and grants to the Security Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following Pledged Collateral of such Grantor (the "Patent and Trademark Collateral"):

- (i) Each Patent of such Grantor, including the Patents referred to on Schedule A hereto;
- (ii) Each Trademark of such Grantor, including the Trademarks referred to on Schedule B hereto, and all of the goodwill of the business connected with such Trademarks;
- (iii) all products and proceeds of any or all of the foregoing (other than Excluded Assets).

SECTION 3. Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Security Agent with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are 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 that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Security Agent pursuant to this Agreement and the exercise of any right or remedy by the Security Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Termination

Upon the termination of the Pledge and Security Agreement, the Security Agent shall execute, acknowledge and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent and Trademark Collateral under this Agreement.

SECTION 6. Counterparts

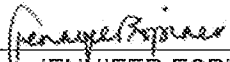
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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

VBR Tours, LLC, as Grantor

By: Todd Powell
Name: Todd Powell
Title: Manager

LLOYDS BANK PLC, as Security Agent, as
Grantee

By: 
Name: JENNIFER ESPINER,
Title: ASSOCIATE DIRECTOR,
AGENCY

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007141 FRAME: 0120

Schedule A to Patent and Trademark Security Agreement

PATENTS AND PATENT APPLICATIONS

None.

PATENT LICENSES

None.

Schedule B to Patent and Trademark Security Agreement

TRADEMARKS

Registration No.	Country	Registration Date	Mark
3909943	US	February 5, 2002	VACATIONS BY RAIL
2536192	US	January 25, 2011	CANADA A LA CARTE

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.