

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM644000

<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>
EXPEDIA, INC.		04/30/2021	Corporation: WASHINGTON
HOMEAWAY.COM, INC.		04/30/2021	Corporation: DELAWARE
HOTELS.COM, L.P.		04/30/2021	Limited Partnership: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	4 Chase Metrotech Center		
<b>City:</b>	Brooklyn		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11245		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90191338	THE CHECK IN	
<b>Registration Number:</b>	6033902	ESCAPIA	
<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>	2023704750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	Cogency Global Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1366624		
<b>NAME OF SUBMITTER:</b>	Ryleigh Peterson		
<b>SIGNATURE:</b>	/Ryleigh Peterson/		
<b>DATE SIGNED:</b>	05/03/2021		
<b>Total Attachments: 6</b>			

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PATENT AND TRADEMARK SECURITY AGREEMENT dated as of April 30, 2021 (this “Agreement”), among EXPEDIA GROUP, INC., a Delaware corporation, the other GRANTORS from time to time party hereto and JPMORGAN CHASE BANK, N.A., as Administrative Agent.

Reference is made to (a) the Amended and Restated Credit Agreement dated as of May 5, 2020 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Expedia Group, Inc., the Borrowing Subsidiaries from time to time party thereto, the Lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as administrative agent (the “Administrative Agent”) and London Agent, and (b) the Collateral Agreement referred to therein. The Lenders and Issuing Banks have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement.

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment and performance in full (subject to Section 1.03 of the Collateral Agreement) of the Secured Obligations, each Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the “Patent and Trademark Collateral”):

(a) (i) all registered letters patent of the United States of America or the equivalent thereof in any other country, all registrations thereof and all applications issued or applied for for letters patent of the United States of America or the equivalent thereof in any other country or any political subdivision thereof, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country or any political subdivision thereof, including, in the case of any Grantor, any of the foregoing set forth under its name on Schedule I hereto, and (ii) all reissues, continuations, divisionals, continuations-in-part, reexaminations, supplemental examinations, inter partes reviews, renewals, adjustments or extensions thereof, and the inventions disclosed or claimed therein; and

(b) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, global top level domain names, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registrations and pending applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar office in any State of the United States of America or any other country or any political subdivision thereof, all extensions or renewals thereof, and all common law rights

related thereto, including, in the case of any Grantor, any of the foregoing set forth under its name on Schedule II hereto and (ii) all goodwill associated therewith or symbolized thereby;

in each case, other than any such asset if, to the extent and for so long as such asset does not, pursuant to the final proviso of Section 3.01(a) of the Collateral Agreement, constitute Article 9 Collateral.

SECTION 3. Intellectual Property License. Pursuant to the Collateral Agreement, for the purpose of enabling the Administrative Agent to exercise rights and remedies under Article IV of the Collateral Agreement at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, an irrevocable, nonexclusive perpetual license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sublicense any of the Article 9 Collateral consisting of Intellectual Property owned as of the date of the Collateral Agreement or thereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof, the right to prosecute and maintain all Intellectual Property and the right to sue for infringement of the Intellectual Property.

SECTION 4. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance of, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent and 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 counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

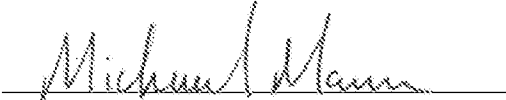
SECTION 6. Incorporation by Reference. The provisions of Sections 5.02, 5.04, 5.06, 5.09 and 5.10 of the Collateral Agreement are hereby incorporated by reference herein as if set forth in full force herein, mutatis mutandis.

[Signature Pages Follow]

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

EXPEDIA GROUP, INC.

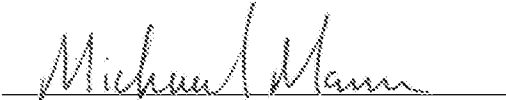
By:



Name: Michael Marron  
Title: Senior Vice President, Legal  
and Assistant Secretary

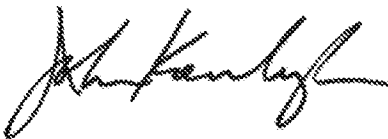
EXPEDIA, INC.  
HOMEAWAY.COM, INC.  
HOTELS.COM, L.P.

By:



Name: Michael Marron  
Title: Senior Vice President, Legal  
and Assistant Secretary

JPMORGAN CHASE BANK, N.A., as  
the Administrative Agent

By 

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Name: John Kowalczyk  
Title: Executive Director

SCHEDULE I

U.S. PATENTS OWNED BY EXPEDIA, INC.

Registered Owner	Title of Patent	Application Number/ Filing Date	Patent Number/Issue Date
Expedia, Inc.	TRAVEL ADVISORY NOTIFICATIONS	16/869,442 May 7, 2020	N/A
Expedia, Inc.	ARCHITECTURE FOR LARGE PAYLOAD HANDLING IN EVENT PIPELINE	16/937231 July 23, 2020	N/A

U.S. PATENTS OWNED BY HOMEAWAY.COM, INC.

Registered Owner	Title of Patent	Application Number/ Filing Date	Patent Number/Issue Date
HomeAway.com, Inc.	EVENT DETECTION USING INQUIRIES	17/035425 September 28, 2020	N/A
HomeAway.com, Inc.	SYSTEM AND METHODS TO FACILITATE IN-SITU EVALUATIONS	17/067,505 October 9, 2020	N/A

SCHEDULE II

U.S. TRADEMARKS OWNED BY EXPEDIA, INC.

OWNER	TRADEMARK	APP #	REG/APP DATE	REG #
Expedia, Inc.	THE CHECK IN	90191338	18-Sep-20	N/A

U.S. TRADEMARKS OWNED BY HOMEAWAY.COM, INC.

OWNER	TRADEMARK	APP #	REG/APP DATE	REG #
HomeAway.com, Inc.	ESCAPIA	88707778	Apr 14, 2020 / Nov 26, 2019	6033902

U.S. TRADEMARKS OWNED BY HOTELS.COM, L.P.

OWNER	TRADEMARK	APP #	REG/APP DATE	REG #
Hotels.com, L.P.	HC MONOGRAM (red on white)	79147779(IR1205263)	May 5, 2015 / Dec 24, 2013	4729622