

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM671182

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LifeMiles Ltd.		08/30/2021	Exempted Company Limited: BERMUDA
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc.		
Street Address:	1300 Thames Street, 4th Floor Thames Street Wharf		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4014026	LIFEMILES	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2128192511		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Kate Andes		
Address Line 1:	1221 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	1130700-0268-CM65		
NAME OF SUBMITTER:	Kate Andes		
SIGNATURE:	/Kate Andes/		
DATE SIGNED:	08/30/2021		
Total Attachments: 5			
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CH \$40.00 4014026

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of August 30, 2021 (this "Trademark Security Agreement") among **LIFEMILES LTD.**, a a Bermuda exempted company limited by shares continued under the laws of Bermuda with registration number 52551 (the "Grantor"), and **MORGAN STANLEY SENIOR FUNDING, INC.**, a Delaware corporation with an address at 1300 Thames Street, 4th Floor, Baltimore, MD 21231 (the "Agent"). Unless otherwise defined herein or the context otherwise requires, terms used in this Trademark Security Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement (as hereinafter defined).

WHEREAS, pursuant to the Pledge and Security Agreement, dated as of August 30, 2021, made by the Grantor, the other assignors from time to time party thereto and the Agent (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"), the Grantor pledged collaterally assigned, mortgaged, transferred and granted to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all of the Collateral.

WHEREAS, such security interest includes such Grantor's Trademarks, including those set forth on Schedule A, and the goodwill of such Grantor's business symbolized by the foregoing (collectively, the "Trademark Collateral").

WHEREAS, the Grantor has duly authorized the execution, deliver and performance of this Trademark Security Agreement.

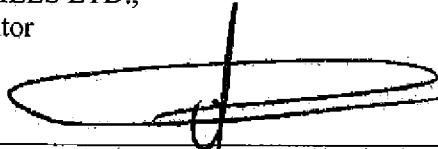
NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of the Security Agreement, the Grantor hereby pledges to the Agent as collateral security, and grants to the Agent a security interest in, to and under the Trademark Collateral.

This Trademark Security Agreement has been granted in conjunction with the security interest granted to the Agent under the Security Agreement. The rights and remedies of the Agent with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

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

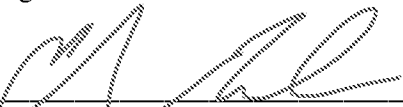
LIFEMILES LTD.,
as Grantor



By: _____

Name: Matthew Paul Vindett
Title: Chief Executive Officer

MORGAN STANLEY SENIOR FUNDING, INC.,
as Agent

By 

Name: Chance Moreland
Title: Authorized Signatory

SCHEDULE A

TRADEMARKS

TRADEMARK	STATUS	REG. NO.	REG. DATE	DATE FILED
LIFEMILES	Registered	4,014,026	Aug. 16, 2011	Dec. 22, 2010