

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM801418

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900762315

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GBT TRAVEL SERVICES UK LIMITED		03/24/2023	Private Limited Company: ENGLAND AND WALES
HOGG ROBINSON LIMITED		03/24/2023	Private Limited Company: ENGLAND AND WALES

RECEIVING PARTY DATA

Name:	MORGAN STANLEY SENIOR FUNDING, INC.
Street Address:	1300 Thames Street
Internal Address:	4th Floor, Thames Street Wharf
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21231
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	5810030	KDS NEO
Registration Number:	2831245	KDS
Registration Number:	6713563	NEO
Registration Number:	6629416	FIRST DIRECT
Registration Number:	6563819	TRAVEL VITALS
Serial Number:	88797206	NEO1

CORRESPONDENCE DATA

Fax Number: 2127352000

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: 2127352811

Email: mribando@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: One Manhattan West

Address Line 2: Monique L. Ribando

Address Line 4: New York, NEW YORK 10001-8602

TRADEMARK

ATTORNEY DOCKET NUMBER:	221330.3
NAME OF SUBMITTER:	M. Oren Epstein
SIGNATURE:	/MOE/
DATE SIGNED:	04/07/2023

Total Attachments: 10

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900760400

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GBT TRAVEL SERVICES UK LIMITED		03/24/2023	Limited Corporation: ENGLAND AND WALES
HOGG ROBINSON LIMITED		03/24/2023	Limited Corporation: ENGLAND AND WALES

RECEIVING PARTY DATA

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Email: mribando@skadden.com

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Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: One Manhattan West
Address Line 2: Monique L. Ribando
Address Line 4: New York, NEW YORK 10001-8602

ATTORNEY DOCKET NUMBER: 221330.3

NAME OF SUBMITTER: M. Oren Epstein

Signature: /MOE/

Date: 03/31/2023

Total Attachments: 9

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RECEIPT INFORMATION

ETAS ID: TM799406

Receipt Date: 03/31/2023

GRANT OF SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Agreement”), effective as of March 24, 2023, is made by GBT TRAVEL SERVICES UK LIMITED, a private limited company incorporated in England and Wales, and HOGG ROBINSON LIMITED, a private limited company incorporated in England and Wales (each, a “Grantor,” and collectively, the “Grantors”), in favor of MORGAN STANLEY SENIOR FUNDING, INC., as Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “Collateral Agent”), in relation to the Credit Agreement, dated as of August 13, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among GBT Group Services B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of The Netherlands, having its seat (*statutaire zetel*) in Amsterdam, The Netherlands and its registered office address at Kennedyplein 6, 5611 ZS, Eindhoven, Netherlands and registered with the Dutch Commercial Register (*Handelsregister*) under number 72308885, as the borrower (the “Borrower”), GBT III B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of The Netherlands, having its seat (*statutaire zetel*) in Amsterdam, The Netherlands and its registered office address at Kennedyplein 6, 5611 ZS, Eindhoven, Netherlands and registered with the Dutch Commercial Register (*Handelsregister*) under number 59194731, Morgan Stanley Senior Funding, Inc., as Administrative Agent and Collateral Agent, and each Lender from time to time party thereto.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor, together with certain other Loan Parties, is party to a New York law Security Agreement, dated as of August 13, 2018, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in or to any and all Intellectual Property, subject to Section 3.01(a) of the Security Agreement, and each Grantor is required to execute and deliver this Agreement; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

For purposes of this Agreement:

“Trademarks” means (a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, slogans, other source or business identifiers, designs and general intangibles of like nature, now owned or hereafter used, adopted or acquired, and all registrations and applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, (b) all goodwill associated therewith or symbolized thereby, (c) the right to sue for past, present, and future infringements, dilutions and other violations of any of the foregoing, (d) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past, present, or future infringements, dilutions or other violations of any of the foregoing; and (e) all other rights, priorities and privileges accruing thereunder or pertaining thereto throughout the world.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Intellectual Property Collateral”):

(a) all Trademarks of such Grantor, including, without limitation, those listed on Schedule A hereto.

(b) to the extent not covered by clause (a), all Proceeds and products of any and all of the foregoing and all Supporting Obligations, all accessions to, substitutions and replacement for, and rents, profits and products of, each of the foregoing, all Proceeds of any insurance, indemnity, warranty or guaranty payable to such Grantor from time to time with respect to any of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) and (b) above, the Security Interest shall not extend to any Excluded Assets including any intent-to-use trademark or service mark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such intent-to-use application under applicable federal law.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of Security Interest herein with the United States Patent and Trademark Office. The Security Interest granted hereby has been granted to the Collateral Agent,

for the benefit of the Secured Parties, in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the Security Interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Term. This Agreement shall be coterminous with the Security Agreement.

SECTION 6. Governing Law; Jurisdiction. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have duly executed this Agreement as of the day and year first above written.

GBT TRAVEL SERVICES UK LIMITED,
as a Grantor

By: 

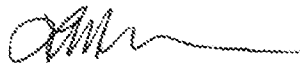
Name: Eric J. Bock
Title: Authorised Signatory

HOGG ROBINSON LIMITED,
as a Grantor

By: 

Name: Eric J. Bock
Title: Authorised Signatory

**MORGAN STANLEY SENIOR FUNDING,
INC. as Collateral Agent**

By: 
Name: Lisa Hanson
Title: Vice President

SCHEDULE A

U.S. Trademark Registrations

Owner	Mark	Registration No.	Registration Date
GBT Travel Services UK Limited	KDS NEO	5810030	07/23/2019
GBT Travel Services UK Limited	KDS	2831245	04/13/2004
GBT Travel Services UK Limited	NEO	6713563	04/26/2022
GBT Travel Services UK Limited	FIRST DIRECT	6629416	01/25/2022
GBT Travel Services UK Limited	TRAVEL VITALS	6563819	11/16/2021
Hogg Robinson Limited	HRG (Stylized)	3324852 ¹	10/30/2007
Hogg Robinson Limited	HRG (Stylized) (Color)	3324846 ²	10/30/2007

¹ Basis for filing is 66A. To be filed with WIPO using an MM19 form.

² Basis for filing is 66A. To be filed with WIPO using an MM19 form.

U.S. Trademark Applications

Owner	Mark	Serial No.	Filing Date
GBT Travel Services UK Limited	NEO1	88/797,206	02/13/2020