

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM848497

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Antares Capital LP, as administrative agent		10/24/2023	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TravelPro BSI, Inc.		
<b>Street Address:</b>	320 Park Avenue, Suite 1600		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4860489	BLUESMART	
<b>Registration Number:</b>	5166332	BLUESMART	
<b>Registration Number:</b>	5309239		
<b>Registration Number:</b>	5151873	TRAVELMORE	
<b>Serial Number:</b>	86787670	BLUESMART	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125774565		
<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>	312-577-8265		
<b>Email:</b>	kristin.brozovic@katten.com		
<b>Correspondent Name:</b>	Kristin Brozovic c/o Katten		
<b>Address Line 1:</b>	525 W Monroe St		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	387132-212		
<b>NAME OF SUBMITTER:</b>	Kristin Brozovic		
<b>SIGNATURE:</b>	/Kristin Brozovic/		
<b>DATE SIGNED:</b>	10/25/2023		

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**Total Attachments: 4**

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## TRADEMARK RELEASE

THIS TRADEMARK RELEASE, dated as of October 24, 2023 (this "Release"), is made by Antares Capital LP, as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below), in favor of TravelPro BSI, Inc., a Delaware corporation ("Grantor").

### W I T N E S S E T H:

WHEREAS, pursuant to the terms and conditions of that certain First Lien Credit Agreement, dated as of May 20, 2016 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement") by and among Grantor, the other Loan Parties from time to time party thereto, Administrative Agent and the Lenders from time to time party thereto, Grantor entered into a First Lien Security Agreement, dated as of May 20, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, the other "Grantors" party thereto and Administrative Agent, pursuant to which Grantor pledged its assets as security for the Secured Obligations (as defined in the Credit Agreement);

WHEREAS, Grantor and Administrative Agent were parties to that certain Trademark Security Agreement, dated as of June 28, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), pursuant to which Grantor granted to Administrative Agent, for the benefit of the Secured Parties,

a security interest in all right, title or interest in or to (the "Security Interest") in the Trademark Collateral (as defined below), including the Trademarks set forth on Schedule A attached hereto;

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on June 28, 2018 at Reel 6366, Frame 0981; and

WHEREAS, Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Administrative Agent hereby states as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Release of Security Interest in Trademark Collateral. Administrative Agent hereby terminates, releases, and discharges its Security Interest, and all of its right, title and interest in, to and under the following (collectively the "Trademark Collateral") shall hereby cease and become void:

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in *connection therewith, including registrations and registration applications in the United States Patent and Trademark Office*, including the registrations and registration applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered

trademarks and service marks used by the Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby;

(ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof;

(iii) all rights corresponding to the foregoing throughout the world; and

(iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

Section 3. Further Assurances. Administrative Agent hereby agrees, at Grantor's expense, to execute and deliver to Grantor such documents, instruments, notices and releases as Grantor shall reasonably request to evidence the release of the Security Interest contemplated hereby.

Section 4. Governing Law. THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows.]*

IN WITNESS WHEREOF, Administrative Agent has caused this Release to be executed as of the day and year first above written.

Very truly yours,

**ANTARES CAPITAL LP**, as Administrative Agent

By: Colin W. Torrance

Name: Colin Torrance

Title: Duly Authorized Signatory

**SCHEDULE A**

**Trademark Registrations and Applications**

<b>Trademark</b>	<b>Application/ Registration Number</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Record Owner</b>
Bluesmart	4,860,489	May 12, 2014	Registered	Travelpro BSI, Inc.
Bluesmart	86/787,670	Oct 14, 2015	Pending	Travelpro BSI, Inc.
Bluesmart (Stylized) & Design	5,166,332	Aug 18, 2016	Registered	Travelpro BSI, Inc.
Four Circle Logo (Stylized) & Design	5,309,239	Aug 18, 2016	Registered	Travelpro BSI, Inc.
Travelmore	5,151,873	Oct 27, 2015	Registered	Travelpro BSI, Inc.