

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM848531

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TP-HOLIDAY GROUP LIMITED		10/24/2023	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	ACQUIOM AGENCY SERVICES LLC		
Street Address:	950 17th Street, Suite 1400		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2951244	NEXTECH	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<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:	9498527792		
Email:	ipprosecution@orrick.com, vsantos@orrick.com, amosley@orrick.com		
Correspondent Name:	ORRICK, HERRINGTON & SUTCLIFFE LLP		
Address Line 1:	2050 Main Street, Suite 1100		
Address Line 4:	Irvine, CALIFORNIA 92614-8255		
ATTORNEY DOCKET NUMBER:	39368.20		
NAME OF SUBMITTER:	Asheli Mosley		
SIGNATURE:	/Asheli Mosley/		
DATE SIGNED:	10/25/2023		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 24, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**,” and, collectively, the “**Grantors**”) in favor of ACQUIOM AGENCY SERVICES LLC, as Collateral Agent and Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to a Canadian Security Agreement, dated as of October 24, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent, for the benefit of the Secured Parties, in the 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 Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or hereafter owned 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 “**Trademark Collateral**”); *provided*, that the Trademark Collateral shall not include any Excluded Assets:

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, all registrations thereof, and all registration applications filed in connection therewith, including registration applications filed in the United States Patent and Trademark Office (“**USPTO**”), including the registrations and registrations 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 a 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, in whatever form.

SECTION 2.1 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, 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 that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION AND AGREEMENT TO COOPERATE

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement. Each Grantor agrees to reasonably cooperate with the Collateral Agent with respect to any further documents or information needed in order to effectuate the terms of this Agreement, including but not limited to executing any additional documents as reasonably requested by the Collateral Agent.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the termination of the Aggregate Commitments and the payment in full in cash of all Secured Obligations (other than any indemnification obligations not then due). Upon the termination of this Agreement, the Collateral Agent shall execute and deliver to the Grantors, at the Grantors’ expense, documents reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT 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.

SECTION 7. COUNTERPARTS

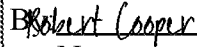
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TP-HOLIDAY GROUP LIMITED

DocuSigned by:

 _____

F231110085742D...
Name

Robert Cooper

Title:

Chief Executive Officer and
Treasurer

ACQUIOM AGENCY SERVICES LLC
as Collateral Agent

By: J. Anderson
Name: Jennifer Anderson
Title: Senior Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country	Application No.	Registration No.	Status	Current Owner Of Record
NEXTECH	US	78/064362	2951244	Registered	TP-Holiday Group Limited