

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM861824

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Northstar Travel Group, LLC		12/18/2023	Limited Liability Company: DELAWARE
Northstar Travel Media, LLC		12/18/2023	Limited Liability Company: DELAWARE
PhoCusWright, Inc.		12/18/2023	Corporation: DELAWARE
travAlliancemedial, LLC		12/18/2023	Limited Liability Company: NEW JERSEY

RECEIVING PARTY DATA

Name:	Twin Brook Capital Partners, LLC, as Agent
Street Address:	111 South Wacker Drive, 36th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 51

Property Type	Number	Word Mark
Serial Number:	88739291	INTELLIGUIDE
Serial Number:	88736893	INTELLIGUIDE CORPORATE
Serial Number:	88736298	I INTELLIGUIDE CORPORATE
Serial Number:	87634089	PHOCUSWIRE
Serial Number:	86787235	THE BEAT
Serial Number:	86890172	NORTHSTAR TRAVEL GROUP
Serial Number:	85234483	TRAVVY
Serial Number:	85070185	ALIS THE AMERICAS LODGING INVESTMENT SUM
Serial Number:	77687092	AGENT@HOME
Serial Number:	77524682	TRAVEL AGENT ACADEMY
Serial Number:	77520001	TRAVEL PULSE
Serial Number:	77520009	TRAVEL PULSE DAILY
Serial Number:	77367087	VIRTUAL TRAVEL EVENTS
Serial Number:	77077948	VACATION AGENT

CH \$1290.00 88739291

Property Type	Number	Word Mark
Serial Number:	77175086	WORLD OF LUXURY
Serial Number:	77058988	VIRTUAL TRAVEL SEMINARS
Serial Number:	78878822	AGENT@HOME EXPO
Serial Number:	78946038	OFFICIAL CRUISE GUIDE
Serial Number:	78946047	OCG
Serial Number:	76649907	SPORTS TRAVEL
Serial Number:	78734563	M&C GOLD TEE AWARD
Serial Number:	78732182	M&C GOLD PLATTER AWARD
Serial Number:	78449781	
Serial Number:	76588086	STAR SERVICE
Serial Number:	76527315	GOALERT24
Serial Number:	76525539	GOPNR
Serial Number:	76523730	GOBASE
Serial Number:	76322214	NORTHSTAR TRAVEL MEDIA
Serial Number:	76115383	STAR SERVICE ONLINE
Serial Number:	76104355	PHOCUSWRIGHT
Serial Number:	76104357	PHOCUSWRIGHT
Serial Number:	76104358	
Serial Number:	76104360	
Serial Number:	76075110	TRAVEL WEEKLY DAILY BULLETIN
Serial Number:	75404917	TEAMS
Serial Number:	75226906	TRAVEL WEEKLY
Serial Number:	75195675	M&C ONLINE
Serial Number:	75195677	M&C
Serial Number:	75188983	INCENTIVE
Serial Number:	75148139	SPORTS TRAVEL
Serial Number:	74509636	GOLD SERVICE
Serial Number:	74509631	GOLD TEE
Serial Number:	74509633	GOLD PLATTER
Serial Number:	74084353	M&C
Serial Number:	74082311	BUSINESS TRAVEL NEWS
Serial Number:	73708663	CORPORATE TRAVEL
Serial Number:	73482455	BUSINESS TRAVEL NEWS
Serial Number:	73412719	SUCCESSFUL MEETINGS
Serial Number:	73244815	TRAVEL WEEKLY
Serial Number:	73110662	MEETINGS & CONVENTIONS
Serial Number:	72278377	TRAVELAGE

CORRESPONDENCE DATA**Fax Number:** 3129021061*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:** 312-577-8438**Email:** raquel.haleem@katten.com**Correspondent Name:** Raquel Haleem c/o Katten Muchin Rosenman**Address Line 1:** 525 West Monroe Street**Address Line 4:** Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem
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SIGNATURE:	/Raquel Haleem/
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DATE SIGNED:	12/18/2023
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Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of December 18, 2023, by Northstar Travel Group, LLC, a Delaware limited liability company, Northstar Travel Media, LLC, a Delaware limited liability company, PhoCusWright, Inc., a Delaware corporation, and travAlliancemedi, LLC, a New Jersey limited liability company (each a “**Grantor**” and collectively the “**Grantors**”) in favor of Twin Brook Capital Partners, LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, the Borrowers party thereto, the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement dated December 18, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrowers (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of December 18, 2023, by and among Grantee, the Grantors and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), each Grantor has granted to Grantee, for the benefit of the Lenders, a security interest and lien upon substantially all assets of such Grantor, including all right, title and interest of each Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefor), together with the goodwill of the business symbolized by each Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to each Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), each Grantor hereby grants to Grantee, for the benefit of the Lenders, and hereby reaffirms its prior grant

pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by each Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.


3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and 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, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, Each Grantor has duly executed this Agreement as of the date first written above.

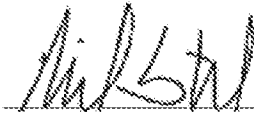
NORTHSTAR TRAVEL GROUP, LLC, a Delaware limited liability company

By: 
Name: Michael Struble
Title: Vice President and Secretary

NORTHSTAR TRAVEL MEDIA, LLC, a Delaware limited liability company

By: _____
Name: Lisa Cohen
Title: Chief Financial Officer

PHOCUSWRIGHT, INC., a Delaware limited corporation

By: 
Name: Michael Struble
Title: Vice President

TRAVALLIANCEMEDIA, LLC, a New Jersey limited liability company


By: _____
Name: Lisa Cohen
Title: Chief Financial Officer

IN WITNESS WHEREOF, Each Grantor has duly executed this Agreement as of the date first written above.

NORTHSTAR TRAVEL GROUP, LLC, a Delaware limited liability company

By: _____
Name: Michael Struble
Title: Vice President and Secretary

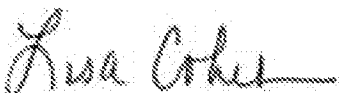
NORTHSTAR TRAVEL MEDIA, LLC, a Delaware limited liability company

By:  _____
Name: Lisa Cohen
Title: Chief Financial Officer

PHOCUSWRIGHT, INC., a Delaware limited corporation


By: _____
Name: Michael Struble
Title: Vice President

TRAVALLIANCEMEDIA, LLC, a New Jersey limited liability company

By:  _____
Name: Lisa Cohen
Title: Chief Financial Officer

Agreed and accepted as of
the date first written above:

**TWIN BROOK CAPITAL PARTNERS,
LLC, as Agent**

By: 

By: Kimberly Trick (Dec 15, 2023 17:34 CST)
Name: Kimberly Trick
Title: Managing Director

SCHEDULE A**Trademark Registrations**

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/ Applicant
INTELLIGUIDE	88739291	26-DEC-2019	6397535	22-JUN-2021	Registered	NORTHSTAR TRAVEL MEDIA, LLC
INTELLIGUIDE CORPORATE	88736893	23-DEC-2019	6397533	22-JUN-2021	Registered	NORTHSTAR TRAVEL MEDIA, LLC
I INTELLIGUIDE CORPORATE	88736298	21-DEC-2019	6397532	22-JUN-2021	Registered	NORTHSTAR TRAVEL MEDIA, LLC
PHOCUSWIRE	87634089	04-OCT-2017	5479977	29-MAY-2018	Registered	PHOCUSWRIGHT INC.
THE BEAT	86787235	14-OCT-2015	5067184	25-OCT-2016	Registered	NORTHSTAR TRAVEL MEDIA, LLC
NORTHSTAR TRAVEL GROUP	86890172	28-JAN-2016	5210318	23-MAY-2017	Registered	NORTHSTAR TRAVEL MEDIA, LLC
TRAVVY	85234483	04-FEB-2011	4727861	28-APR-2015	Registered	TRAVALLIANCEMEDIA, LLC
ALIS THE AMERICAS LODGING INVESTMENT SUMMIT	85070185	23-JUN-2010	3928251	08-MAR-2011	Registered	NORTHSTAR TRAVEL MEDIA, LLC
AGENT@HOME	77687092	10-MAR-2009	3770114	06-APR-2010	Registered	TRAV ALLIANCEMEDIA, LLC
TRAVEL AGENT ACADEMY	77524682	17-JUL-2008	3789154	18-MAY-2010	Registered	TRAV ALLIANCEMEDIA, LLC
TRAVEL PULSE	77520001	11-JUL-2008	3761671	16-MAR-2010	Registered	TRAV ALLIANCEMEDIA, LLC
TRAVEL PULSE DAILY	77520009	11-JUL-2008	3772544	06-APR-2010	Registered	TRAV ALLIANCEMEDIA, LLC
VIRTUAL TRAVEL EVENTS	77367087	08-JAN-2008	3667966	11-AUG-2009	Registered	TRAV ALLIANCEMEDIA, LLC
VACATION AGENT	77077948	8-JAN-2007	3361077	25-DEC-2007	Registered	TRAV ALLIANCEMEDIA, LLC

TRADEMARK**REEL: 008291 FRAME: 0236**

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/ Applicant
WORLD OF LUXURY	77175086	08-MAY-2007	3439363	03-JUN-2008	Registered	NORTHSTAR TRAVEL MEDIA, LLC
VIRTUAL TRAVEL SEMINARS	77058988	07-DEC-2006	3361067	25-DEC-2007	Registered	TRAVALLIANCEMEDIA, LLC
AGENT@HOME EXPO	78878822	08-MAY-2006	3263756	10-JUL-2007	Registered	TRAVALLIANCEMEDIA, LLC
OFFICIAL CRUISE GUIDE	78946038	07-AUG-2006	3289261	04-SEP-2007	Registered	NORTHSTAR TRAVEL MEDIA, LLC
OCG	78946047	07-AUG-2006	3442976	03-JUN-2008	Registered	NORTHSTAR TRAVEL MEDIA, LLC
SPORTS TRAVEL	76649907	07-NOV-2005	3214551	06-MAR-2007	Registered	NORTHSTAR TRAVEL MEDIA, LLC
M&C GOLD TEE AWARD	78734563	17-OCT-2005	3196229	09-JAN-2007	Registered	NORTHSTAR TRAVEL MEDIA, LLC
M&C GOLD PLATTER AWARD	78732182	12-OCT-2005	3207864	13-FEB-2007	Registered	NORTHSTAR TRAVEL MEDIA, LLC
<i>Design Only</i>	78449781	13-JUL-2004	3154889	10-OCT-2006	Registered	NORTHSTAR TRAVEL MEDIA, LLC
STAR SERVICE	76588086	19-APR-2004	3032713	20-DEC-2005	Registered	NORTHSTAR TRAVEL MEDIA, LLC
GOALERT24	76527315	20-JUN-2003	2871159	0-AUG-2004	Registered	NORTHSTAR TRAVEL MEDIA, LLC
GOPNR	76525539	18-JUN-2003	2885942	21-SEP-2004	Registered	NORTHSTAR TRAVEL MEDIA, LLC
GOBASE	76523730	11-JUN-2003	2838278	04-MAY-2004	Registered	NORTHSTAR TRAVEL MEDIA, LLC
NORTHSTAR TRAVEL MEDIA	76322214	05-OCT-2001	2896098	19-OCT-2004	Registered	NORTHSTAR TRAVEL MEDIA, LLC
STAR SERVICE ONLINE	76115383	24-AUG-2000	2699277	25-MAR-2003	Registered	NORTHSTAR TRAVEL MEDIA, LLC
PHOCUSWRIGHT	76104355	7-AUG-2000	2575427	04-JUN-2002	Registered	PHOCUSWRIGHT, INC.
PHOCUSWRIGHT	76104357	07-AUG-2000	2498095	16-OCT-2001	Registered	PHOCUSWRIGHT, INC.
<i>Design Only</i>	76104358	07-AUG-2000	2573021	28-MAY-2002	Registered	PHOCUSWRIGHT, INC.
<i>Design Only</i>	76104360	07-AUG-2000	2498096	16-OCT-2001	Registered	PHOCUSWRIGHT, INC.

TRADEMARK

REEL: 008291 FRAME: 0237

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/ Applicant
TRAVEL WEEKLY DAILY BULLETIN	76075110	22-JUN-2000	2835712	27-APR-2004	Registered	NORTHSTAR TRAVEL MEDIA, LLC
TEAMS	75404917	15-DEC-1997	2212975	22-DEC-1998	Registered	NORTHSTAR TRAVEL MEDIA, LLC
TRAVEL WEEKLY	75226906	17-JAN-1997	2194730	13-OCT-1998	Registered	NORTHSTAR TRAVEL MEDIA, LLC
M&C ONLINE	75195675	12-NOV-1996	2115994	25-NOV-1997	Registered	NORTHSTAR TRAVEL MEDIA, LLC
M&C	75195677	12-NOV-1996	2115995	25-NOV-1997	Registered	NORTHSTAR TRAVEL MEDIA, LLC
INCENTIVE	75188983	28-OCT-1996	2110693	04-NOV-1997	Registered	NORTHSTAR TRAVEL GROUP, LLC
SPORTS TRAVEL	75148139	12-AUG-1996	2153191	21-APR-1998	Registered	NORTHSTAR TRAVEL MEDIA, LLC
GOLD SERVICE	74509636	01-AUG-1995	1929260	24-OCT-1995	Registered	NORTHSTAR TRAVEL MEDIA, LLC
GOLD TEE	74509631	06-APR-1994	1927257	17-OCT-1995	Registered	NORTHSTAR TRAVEL MEDIA, LLC
GOLD PLATTER	74509633	06-APR-1994	1926150	10-OCT-1995	Registered	NORTHSTAR TRAVEL MEDIA, LLC
M&C	74084353	02-AUG-1990	1683759	21-APR-1992	Registered	NORTHSTAR TRAVEL MEDIA, LLC
BUSINESS TRAVEL NEWS	74082311	26-JUL-1990	1679341	17-MAR-1992	Registered	NORTHSTAR TRAVEL GROUP, LLC
CORPORATE TRAVEL	73708663	01-FEB-1988	1532452	28-MAR-1989	Registered	NORTHSTAR TRAVEL GROUP, LLC
BUSINESS TRAVEL NEWS	73482455	29-MAY-1984	1339800	04-JUN-1985	Registered	NORTHSTAR TRAVEL GROUP, LLC

TRADEMARK

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/ Applicant
SUCCESSFUL MEETINGS	73412719	4-FEB-1983	1275125	24-APR-1984	Registered	NORTHSTAR TRAVEL GROUP, LLC
TRAVEL WEEKLY	73244815	02-JAN-1980	1180111	01-DEC-1981	Registered	NORTHSTAR TRAVEL MEDIA, LLC
MEETINGS & CONVENTIONS	731110662	23-DEC-1976	1083941	31-JAN-1978	Registered	NORTHSTAR TRAVEL MEDIA, LLC
TRAVELAGE	72278377	16-AUG-1967	0862432	4-DEC-1968	Registered	NORTHSTAR TRAVEL MEDIA, LLC

Trademark Applications

None.

TRADEMARK

REEL: 008291 FRAME: 0239

RECORDED: 12/18/2023