

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
BONOTEL LLC		02/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	RBS CITIZENS, N.A., as collateral agent		
Street Address:	28 State Street		
Internal Address:	14th Floor MS1420, Attention: Robert M. Nemon		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	2519252	BONOTEL EXCLUSIVE TRAVEL	
<b>CORRESPONDENCE DATA</b>			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	jfanelly@paulweiss.com, dewilliams@paulweiss.com		
Correspondent Name:	Jimmy Fanelly		
Address Line 1:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	20742-001		
NAME OF SUBMITTER:	James J. Fanelly		
Signature:	/James J. Fanelly/		

CH \$40.00 2519252

Date:

03/04/2014

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “IP Security Agreement”) dated February 28, 2014, is made by BONOTEL LLC, a Delaware limited liability company (the “Grantor”), having an address of 3930 Howard Hughes Parkway, Hughes Center, Las Vegas, NV 89167, in favor of RBS CITIZENS, N.A., as collateral agent (the “Collateral Agent”), having an address of RBS Citizens, N.A., 28 State Street, 14th Floor MS1420, Boston, MA 02109, Attention: Robert M. Nemon, for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, the Grantors have entered into a Credit Agreement, dated as of the date hereof (said Agreement, as it may hereafter be amended, amended and restated, supplemented, or otherwise modified from time to time, being the “Credit Agreement”), among BONOTEL MIDCO LLC, a Delaware limited liability company (“Holdings”), the Grantor, the several banks and other financial institutions or entities from time to time party thereto (the “Lenders”), RBS Citizens, N.A., as Administrative Agent, Collateral Agent, Issuing Lender and Swingline Lender. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Credit Agreement, Holdings and Grantor have executed and delivered that certain Guarantee and Collateral Agreement dated the date hereof made to the Collateral Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, Grantor has granted a security interest in, among other property, certain intellectual property of the Grantor to the Collateral Agent for the ratable benefit of the Secured Parties, and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office, and other similar offices in any State of the United States or any political subdivision thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of the Grantor’s right, title and interest in and to the following (the “**Collateral**”):

- all patents and patent applications of the United States, including, without limitation, any of the foregoing set forth in Exhibit A hereto (the “**Patents**”) and all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing and all rights to obtain any reissues or extensions of the foregoing;

- all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith or symbolized thereby, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (except for “intent to use” applications for trademark or service mark registrations), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, and all common-law rights related thereto, including, without limitation, any of the foregoing set forth in Exhibit B hereto and the right to obtain all renewals thereof (the “**Trademarks**”);
- all copyrights and works of authorship under the laws of the United States, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Exhibit C hereto (the “**Copyrights**”), all registrations and recordings thereof, and all applications in connection therewith and the right to obtain all renewals thereof; and
- any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages.

SECTION 2. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement. Delivery of an executed counterparty to this IP Security Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 3. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. The Grantor hereby acknowledges and confirms that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the Guarantee and Collateral Agreement, the terms of the Guaranty and Collateral Agreement shall govern.

SECTION 5. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

**BONOTEL LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: David Spohn  
Title: Chief Executive Officer



**RBS CITIZENS, N.A.,**  
as Collateral Agent

By:  \_\_\_\_\_

Name: Ryan Goodband  
Title: Director

**EXHIBIT A**  
**Patents and Patent Applications**

None.

**EXHIBIT B**  
**Trademark Registrations and Applications**

REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Owner</u>	<u>Registration Number</u>	<u>Registration Date</u>
BONOTEL EXCLUSIVE TRAVEL	Bonotel LLC	2519252	December 18, 2001



**EXHIBIT C**  
**Copyright Registrations and Applications**

None.