

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305441

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRAVLYNX LLC		05/09/2014	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86028568	TRAVLYNX MAKE YOUR MARK	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Dwayne Houston		
Address Line 1:	1025 Vermont NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F149945		
NAME OF SUBMITTER:	Lisa A. Cobbett		
SIGNATURE:	/Lisa A. Cobbett/		
DATE SIGNED:	05/23/2014		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 9, 2014 by and between TRAVLYNX LLC, a Florida limited liability company (the "**Grantor**") and SILICON VALLEY BANK, as security agent for the Secured Parties (in such capacity, the "**Security Agent**").

RECITALS

A. The Secured Parties (as defined in the Facilities Agreement (defined below) have agreed to make certain advances of money and to extend certain financial accommodations (the "**Loans**") to certain affiliates of Grantor in the amounts and manner set forth in that certain Senior Facilities Agreement, dated as of July 10, 2013, as amended on April 2, 2014 and as amended and restated on May 9, 2014, pursuant to that certain Deed of Amendment and Restatement Relating to a €24,000,000 and \$9,000,000 Senior Facilities Agreement Originally Dated 10 July 2013, dated as of May 9, 2014 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "**Facilities Agreement**"), among BV ACQUISITIONS X S.À.R.L., a *société à responsabilité limitée* (private limited liability company) incorporated under the laws of the Grand Duchy of Luxembourg with its registered office at 7, rue Robert Stümper, L-2557 Luxembourg, Grand Duchy of Luxembourg ("**Parent**"), the Borrowers (as defined in the Facilities Agreement) party thereto (each a "**Borrower**" and collectively, the "**Borrowers**"), the Guarantors (as defined in the Facilities Agreement) party thereto (each a "**Guarantor**" and collectively, the "**Guarantors**"), the Security Agent and certain other parties thereto. Unless otherwise defined herein, capitalized terms shall have the respective meanings given to such terms in the Facilities Agreement (as defined herein).

B. Pursuant to the terms of the Facilities Agreement and related Finance Documents, Grantor has granted to the Security Agent, for the Secured Parties, a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under certain of its personal property and assets.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Secured Obligations under the Facilities Agreement and Finance Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Secured Obligations under the Facilities Agreement, Grantor grants and pledges to the Administrative Agent a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to the Security Agent under the Facilities Agreement and related Finance Documents. The rights and remedies of the Security Agent with respect to the security interest granted hereby are in addition to those set forth in the Facilities Agreement, and those which are now or hereafter available to the Security Agent as a matter of law or equity. Each right, power and remedy of the Security Agent provided for herein or in the Facilities Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Security Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement and the Facilities Agreement, or now or hereafter existing at law or in

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equity, shall not preclude the simultaneous or later exercise by any person, including the Security Agent, of any or all other rights, powers or remedies.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

TRAVLYNX LLC

Address of Grantor:

By: 
Name: _____
Title: _____

[Signature Page to Trust International IP Agreement]

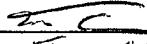
TRADEMARK
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Address of Bank:

3003 Tasman Drive, HG 150
Santa Clara, CA 95054

SECURITY AGENT:

SILICON VALLEY BANK

By: 
Name: TIM CUSSINS
Title: DIRECTOR OF CORPORATE FINANCE

[Signature Page to Trust International IP Agreement]

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EXHIBIT A

Copyrights

None

EXHIBIT B

Patents

None

EXHIBIT C

Trademarks

Mark	Country	App. No. / Reg. No.	App. Date / Reg. Date	Owner
TRAVLYNX MAKE YOUR MARK	United States	App. No. 86028568	Filed 8/5/13	TravLynx, LLC