

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM472183

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|---|---|-------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Vacation Innovations, LLC | | 03/26/2018 | Limited Liability Company: DELAWARE |
| Timeshare Partners, LLC | | 03/26/2018 | Limited Liability Company: FLORIDA |
| Timeshareweb.com, LLC | | 03/26/2018 | Limited Liability Company: FLORIDA |
| Vacationownership.com, LLC | | 03/26/2018 | Limited Liability Company: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | Comerica Bank, as administrative agent | | |
| Street Address: | 300 West Sixth Street, Suite 2250 | | |
| City: | Austin | | |
| State/Country: | TEXAS | | |
| Postal Code: | 78701 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3777381 | VACATION INNOVATIONS | |
| Registration Number: | 4385812 | QUID | |
| Registration Number: | 4366288 | QUID SOCIAL MARKETPLACE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2147455390 | | |
| <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: | 214.745.5170 | | |
| Email: | jmuennink@winstead.com | | |
| Correspondent Name: | Jan Muennink c/o Winstead PC | | |
| Address Line 1: | P.O. Box 131851 | | |
| Address Line 4: | Dallas, TEXAS 75313 | | |
| ATTORNEY DOCKET NUMBER: | 3134-1993 | | |
| NAME OF SUBMITTER: | Jan Muennink | | |

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|--|----------------|
| SIGNATURE: | /jan muennink/ |
| DATE SIGNED: | 05/01/2018 |
| Total Attachments: 7 source=Comerica Vacation Innovations Security Agreement#page1.tif source=Comerica Vacation Innovations Security Agreement#page2.tif source=Comerica Vacation Innovations Security Agreement#page3.tif source=Comerica Vacation Innovations Security Agreement#page4.tif source=Comerica Vacation Innovations Security Agreement#page5.tif source=Comerica Vacation Innovations Security Agreement#page6.tif source=Comerica Vacation Innovations Security Agreement#page7.tif | |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the “Agreement”) is entered into as of March 26, 2018 by and among COMERICA BANK, as administrative agent (in such capacity, the “Agent”), the Borrower (as defined below), and such other entities which from time to time become parties hereto (individually and collectively, including the Borrower, “Grantor”).

RECITALS

A. Agent and certain financial institutions from time to time signatory to the Credit Agreement (as defined below) (the “Lenders”) have agreed to continue to make certain advances of money and to extend certain financial accommodation (the “Loans”) to VACATION INNOVATIONS, LLC, a Delaware limited liability company, TIMESHARE PARTNERS, LLC, a Florida limited liability company, TIMESHAREWEB.COM, LLC, a Florida limited liability company, and VACATIONOWNERSHIP.COM, LLC, a Florida limited liability company (individually, and collectively, the “Borrower”) in the amounts and manner set forth in that certain Credit Agreement by and among Borrower, Lenders and Agent dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the “Credit Agreement”; capitalized terms used herein are used as defined in the Credit Agreement).

B. Concurrently with the execution of the Credit Agreement, the Grantor has granted liens in its assets to Agent, as collateral agent for the benefit of the Lenders, pursuant to that certain Security Agreement dated as of the date hereof (the “Security Agreement”).

C. Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Agent for the benefit of the Lenders a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Credit Agreement.

D. Pursuant to the terms of the Security Agreement, Grantor has granted to Agent a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 obligations under the Credit Agreement and all other agreements now existing or hereafter arising between Grantor and Agent, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement and under any other agreement now existing or hereafter arising between Agent, Lenders and Grantor, Grantor grants and pledges to Agent for the benefit of the Lenders a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, 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 Agent under the Security Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Loan Documents, 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 Agent of any one or more of the rights, powers or remedies provided for in this Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not

preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

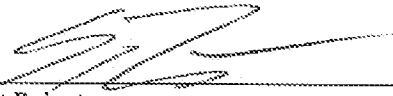
Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, except for those abandoned in the ordinary course of business.

[Remainder of Page Intentionally Left Blank]

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.

DEBTORS:

VACATION INNOVATIONS, LLC, a Delaware limited liability company,
CAREFREE EXCHANGE, LLC, a Florida limited liability company,
CFJ HOLDINGS, LLC, a Florida limited liability company,
CAREFREE JOURNEYS, LLC, a Florida limited liability company,
CJ TIMESHARES, LLC, a Florida limited liability company,
NERDSOFT, LLC, an Arkansas limited liability company,
QUID, LLC, a Florida limited liability company,
RESORT OWNER'S CLUB, LLC, a New Mexico limited liability company,
RESORTRENTALS.COM, LLC, a Florida limited liability company ,
RNR MANAGEMENT, LLC, a Florida limited liability company,
SMTN.COM, LLC, a New Hampshire limited liability company,
SELLMYTIMESHARENOW, LLC, a Delaware limited liability company,
SELLMYTIMESHARENOW, LLC, a New Hampshire limited liability company,
STRATEGIS REALTY, LLC, a Florida limited liability company,
TIMESHARE CLOSING SERVICES, LLC, a Florida limited liability company,
TIMESHARE PARTNERS, LLC, a Florida limited liability company,
TRAVEL RESEARCH PARTNERS, LLC, a Florida limited liability company,
TIMESHAREWEB.COM, LLC, a Florida limited liability company,
TRUVENTURES, LLC, a Florida limited liability company,
VI NETWORK, LLC, a Florida limited liability company,
VACATIONOWNERSHIP.COM, LLC, a Florida limited liability company,
VACATION OWNERSHIP BROKERAGE LLC, a Florida limited liability company,
VACATION OWNERSHIP BROKERAGE OF NEW HAMPSHIRE, LLC,
a New Hampshire limited liability company, and
VESCO SERVICES, LLC, a Florida limited liability company

By: 
Scott Roberts
Authorized Signer of each entity listed above

Address for Notices:


c/o Vacation Innovations, LLC
Orlando, Florida 32819
Attn: Scott C. Roberts
Telephone: 321.206.4734
Facsimile: 407.956.3448

Address of Bank:

Comerica Bank
Technology & Life Sciences Division
Loan Analysis Department
300 West Sixth Street, Suite 2250
Austin, Texas 78701
Fax: (512) 427-7178
Attn: Manager

AGENT:

COMERICA BANK

By: 
Stephen P. Bitter
Senior Vice President

IP SCHEDULE

EXHIBIT A

Copyrights

None.

IP SCHEDULE

EXHIBIT B

Patents

None.

IP SCHEDULE

EXHIBIT C

Trademarks

| Owner | Mark | Serial No. Registration No. | Filing Date Registration Date | Status |
|---|-------------------------------------|--|--|---------------|
| VI Network, Inc. AKA Vacation Innovations | VACATION INNOVATIONS | 77814834 3777381 | August 28, 2009 April 20, 2010 | Registered |
| Quid LLC | QUID | 76709342 4385812 | October 7, 2011 August 20, 2013 | Registered |
| Quid LLC | QUID SOCIAL MARKETPLACE | 76709341 4366288 | October 7, 2011 July 16, 2013 | Registered |
| Carefree Journeys, LLC | CAREFREE JOURNEYS.COM | 7763902 | April 24, 2007 | Abandoned |
| Timeshare Closing Services, Inc. | TIMESHARE CLOSING SERVICES | 77801904 | August 11, 2009 | Abandoned |
| Timeshare Partners, Inc. | TIMESHARE CLOSING SERVICES | 76516316 | June 3, 2002 | Abandoned |
| Timeshare Partners, LLC | TIMESHARE PARTNERS | 77809743 | August 21, 2009 | Abandoned |
| SellMyTimeshareNOW, LLC | WWW.TIMESHAREBROKE RSERVICES.COM | 78/754,733 | November 26, 2005 | Abandoned |