

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM629928

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marriott Ownership Resorts, Inc.		03/04/2021	Corporation: DELAWARE
Interval International Inc.		03/04/2021	Corporation: DELAWARE
VSE Trademark, Inc.		03/04/2021	Corporation: FLORIDA
ILG, LLC		03/04/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 S. Dearborn		
Internal Address:	7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5920920	AQUA-ASTON	
Registration Number:	3701143	GOVARM GOVERNMENT & ARMED FORCES TRAVELC	
Registration Number:	6080332	INTERVAL INTERNATIONAL ELITE RESORT	
Registration Number:	6080331	INTERVAL INTERNATIONAL ELITE RESORT	
Registration Number:	5782158	INTERVAL INTERNATIONAL SELECT BOUTIQUE R	
Registration Number:	6020771	WORLDWIDE VACATION & TRAVEL	
Registration Number:	5833849	SHORTSTAY EXCHANGE	
Registration Number:	5570986	VSN	
Registration Number:	5681013	ILG	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		

CH \$240.00 5920920

TRADEMARK

Email: rob.soneson@kirkland.com
Correspondent Name: Rob Soneson
Address Line 1: 300 N LaSalle
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 25182-6-RFS

NAME OF SUBMITTER: Rob Soneson

SIGNATURE: /rsoneson/

DATE SIGNED: 03/04/2021

Total Attachments: 6

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**SHORT FORM
TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated March 4, 2021, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of JPMorgan (as defined below), as collateral agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, Marriott Vacations Worldwide Corporation, a Delaware corporation (“MVWC”), Marriott Ownership Resorts, Inc., a Delaware corporation (the “MVW Borrower” or the “Borrower Representative”), on and after the ILG Joinder Date, Interval Acquisition Corp., a Delaware corporation (the “ILG Borrower”, and collectively with the MVW Borrower, the “Borrowers”) and JPMorgan Chase Bank, N.A. (“JPMorgan”), as Administrative Agent and Collateral Agent, each Lender from time to time party thereto and each other Person party thereto have entered into the Credit Agreement dated as of August 31, 2018 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans and the L/C Issuers to issue Letters of Credit;

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and certain other Secured Parties to make other financial accommodations to MVWC, the Borrowers and the Restricted Subsidiaries; and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

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

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

- (a) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded Property).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark 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 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm 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 Security 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 Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

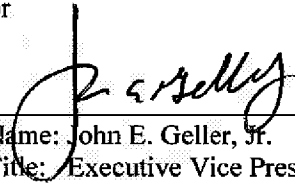
SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

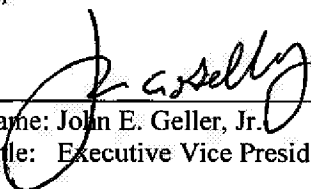
[Signature Pages Follow]

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

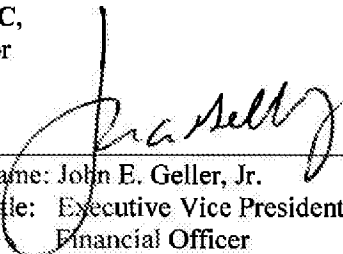
INTERVAL INTERNATIONAL INC.,
as Grantor

By: 
Name: John E. Geller, Jr.
Title: Executive Vice President

VSE TRADEMARK, INC.,
as Grantor

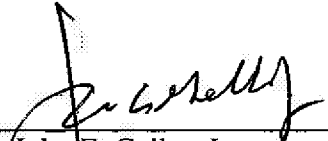
By: 
Name: John E. Geller, Jr.
Title: Executive Vice President

ILG, LLC,
as Grantor

By: 
Name: John E. Geller, Jr.
Title: Executive Vice President and Chief
Financial Officer

IN WITNESS WHEREOF, the undersigned have executed this certificate as of the date first above written

MARRIOTT OWNERSHIP RESORTS, INC.



Name: John E. Geller, Jr.
Title: Vice President

[Signature Page to Officers' Certificate]

TRADEMARK
REEL: 007212 FRAME: 0339

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent


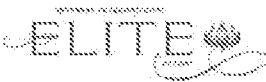
By:



Name: Jeffrey Miller
Title: Executive Director

SCHEDULE A

United States Trademark Registrations

Registered Owner/ Grantor	Trademark	Serial No./ Filing Date	Registration No./ Registration Date
Interval International, Inc.	AQUA-ASTON	88/441587 22-May-2019	5920920 26-Nov-2019
Interval International, Inc.	GOVARM GOVERNMENT & ARMED FORCES TRAVEL COOPERATIVE and Design 	77/673223 18-Feb-2009	3701143 27-Oct-2009
Interval International, Inc.	INTERVAL INTERNATIONAL ELITE RESORT	86/817012 11-Nov-2015	6080332 16-Jun-2020
Interval International, Inc.	INTERVAL INTERNATIONAL ELITE RESORT and Design 	86/817002 11-Nov-2015	6080331 16-Jun-2020
Interval International, Inc.	INTERVAL INTERNATIONAL SELECT BOUTIQUE RESORT	87/336843 15-Feb-2017	5782158 18-Jun-2019
Interval International, Inc.	WORLDWIDE VACATION & TRAVEL	88/423665 09-May-2019	6020771 24-Mar-2020
Interval International, Inc.	SHORTSTAY EXCHANGE	88275182 24-Jan-2019	5833849 13-Aug-2019
VSE Trademark, Inc.	VSN	86/868207 07-Jan-2016	5570986 25-Sep-2018
ILG, LLC	ILG	87/077603 20-Jun-2016	5681013 19-Feb-2019