

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM689338

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|---|---|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Scheduled Airlines Traffic Offices, LLC | | 11/19/2021 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Alter Domus (US) LLC, as Collateral Agent | | |
| Street Address: | 225 W. Washington Street, 9th Fl | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4835995 | SATO VACATIONS | |
| Registration Number: | 2690293 | SATOTRAVEL | |
| Registration Number: | 1766257 | SATO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7036106200 | | |
| <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: | 7036106100 | | |
| Email: | HLDCTMGroup@hoganlovells.com | | |
| Correspondent Name: | Greta D. Feldman of Hogan Lovells US LLP | | |
| Address Line 1: | Attn: Box Intellectual Property | | |
| Address Line 2: | 8350 Broad Street, 17th Floor | | |
| Address Line 4: | Tysons, VIRGINIA 22102 | | |
| ATTORNEY DOCKET NUMBER: | 775072.000001 | | |
| NAME OF SUBMITTER: | Greta D. Feldman | | |
| SIGNATURE: | /Greta D. Feldman/ | | |
| DATE SIGNED: | 11/19/2021 | | |
| Total Attachments: 5 | | | |
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 19, 2021 (this "Trademark Security Agreement"), made by SCHEDULED AIRLINES TRAFFIC OFFICES, LLC, a Delaware limited liability company (the "Grantor"), in favor of ALTER DOMUS (US) LLC, as Collateral Agent.

Reference is made to the (i) Super-Senior Priority First Lien Credit Agreement, dated as of November 19, 2021 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, Holdings, the Guarantors party thereto from time to time, each Lender from time to time party thereto, ALTER DOMUS (US) LLC, as Administrative Agent and Collateral Agent, and the other parties thereto from time to time and (ii) Indenture, dated as of November 19, 2021, among the Lead Borrower, as issuer, the Guarantors from time to time party thereto, the Trustee, the Security Agent and the Additional Indenture Agents (as amended, waived, supplemented or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or successor agreements, the "Indenture").

WHEREAS, the Grantor is party to a First Lien Collateral Agreement, dated as of November 19, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent for the benefit of the Secured Parties (as defined therein) pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce (i) the Lenders to extend and/or maintain credit under the Credit Agreement and (ii) the Holders to extend credit under the Indenture, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in, all of the Grantor's right, title and interest in and to (a) any and all of the Trademarks included in the Collateral (whether now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest), including, without limitation, those listed on Schedule I hereto, (b) all of the goodwill of Grantor's business connected with the use of and symbolized by such Owned Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all proceeds of, and all causes of action arising prior to, on or after the date hereof, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the "Trademark Collateral").

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor

when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and its permitted successors and permitted assigns.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

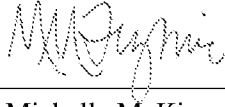
SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination; Release. Upon the termination of the Security Agreement in accordance with its terms and written request of the Grantor, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement. The Security Interest created hereunder shall be released in accordance with Section 9.16 of the Security Agreement.

[Signature Page Follows]

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

Scheduled Airlines Traffic Offices, LLC,
as Grantor

By: 
Name: Michelle McKinney Frymire
Title: Authorized Signatory

Accepted and Agreed:

ALTER DOMUS (US) LLC
as Collateral Agent

By: 

Name:

Title:

Winnalynn N. Kantaris
Associate General Counsel

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007500 FRAME: 0621

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

| Trademark / Design | Jurisdiction | Application Number | Reg. Number | Filing Date | Reg. Date | Status | Owner |
|-------------------------------|---------------------|-------------------------------|------------------------|--------------------|------------------|---------------|---|
| SATO VACATIONS | USA | 86558611 | 4835995 | 3/10/2015 | 10/20/2015 | Registered | Scheduled Airlines Traffic Offices, LLC |
| SATOTRAVEL | USA | 76338493 | 2690293 | 11/16/2001 | 2/25/2003 | Registered | Scheduled Airlines Traffic Offices, LLC |
| SATO | USA | 74292574 | 1766257 | 7/9/1992 | 4/20/1993 | Registered | Scheduled Airlines Traffic Offices, LLC |