

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Coryn Group II LLC		12/27/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	MF Holdco 3, LP (composed of Mullen Family GP, LLC, general partner)
Street Address:	7 Campus Boulevard
Internal Address:	c/o Mullen Family, LP
City:	Newton Square
State/Country:	PENNSYLVANIA
Postal Code:	19073
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Registration Number:	4218664	#1 TO THE SUN
Registration Number:	3822629	A LUXURIOUS INDULGENCE WITHOUT THE GUILT
Registration Number:	2776812	AMRESORTS
Registration Number:	4150126	AMRESORTS MASTERS OF VACATION INNOVATION
Registration Number:	1812427	APPLE
Registration Number:	2662971	
Registration Number:	2666329	
Registration Number:	2666330	APPLE
Registration Number:	4195604	
Registration Number:	3522316	APPLE LEISURE GROUP
Registration Number:	3577642	APPLE LEISURE GROUP
Registration Number:	1462268	APPLE VACATIONS
Serial Number:	85697764	APPLE VACATIONS

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Serial Number:	85697551	APPLE VACATIONS
Registration Number:	3258063	APPLE VACATIONS COLLECTIONS
Registration Number:	3187382	COLLECTIONS
Registration Number:	3077181	DREAMS
Registration Number:	3764565	ENDLESS PRIVILEGES
Serial Number:	85628694	FITCATIONS
Registration Number:	2991380	
Registration Number:	2223758	HAWAII YES YOU CAN!
Registration Number:	3000509	HAWAII-YES YOU CAN
Registration Number:	3946119	NOW JADE
Registration Number:	3959036	NOW RESORTS & SPAS
Registration Number:	2772061	SECRETS
Registration Number:	3126344	SERVICE BEYOND THE CLICK
Registration Number:	2776175	
Registration Number:	3033996	SIZZLIN SPECIALS
Registration Number:	1792975	SQUARE DEALS
Registration Number:	1804809	SUMMERSUN
Registration Number:	2760264	SUNSCAPE
Registration Number:	4071474	SUNSCAPE RESORTS & SPAS
Registration Number:	1748911	SURE SHOT
Registration Number:	3764566	THE ART OF LIFE
Registration Number:	2915877	RAISING ALL-INCLUSIVE TO A NEW LEVEL OF LUXURY
Registration Number:	3237440	UNLIMITED-FUN
Registration Number:	3339887	UNLIMITED-LUXURY
Registration Number:	2986720	USA 3000
Registration Number:	3690886	USA 3000 AIRLINES
Registration Number:	3019096	USA 3000 AIRLINES
Registration Number:	3263058	USA 3000 VACATIONS
Registration Number:	3266323	USA 3000 VACATIONS
Registration Number:	1746110	WINTERSUN
Registration Number:	3755697	ZOETRY
Registration Number:	3684325	ZOËTRY
Registration Number:	3681351	ZOËTRY WELLNESS & SPA RESORTS

CORRESPONDENCE DATA

TRADEMARK
REEL: 004933 FRAME: 0907

Fax Number: 3128622200

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-862-6371

Email: renee.prescan@kirkland.com

Correspondent Name: Renee Prescan

Address Line 1: 300 North LaSalle Street

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	31500-940 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	01/04/2013

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 27, 2012 (the "Effective Date"), is made by The Coryn Group II LLC, a Delaware limited liability company (the "Grantor"), in favor of MF Holdco 3, LP, a Delaware limited partnership, as collateral agent on behalf of the Lenders as defined in the Term Loan Agreement referred to below (the "Secured Party").

WITNESSETH:

WHEREAS, ALG USA Holdings, LLC, a Delaware limited liability company, ALG B.V., a *besloten vennootschap* organized under the laws of the Netherlands and registered with the trade register of the Dutch Chamber of Commerce under the number 56660847, and ALG Intermediate Holdings B.V., a *besloten vennootschap* organized under the laws of the Netherlands and registered with the trade register of the Dutch Chamber of Commerce under the number 56660707 have entered into a Term Loan Agreement dated as of December 27, 2012 (such agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "Term Loan Agreement"), with the Lenders (as that term is defined in the Term Loan Agreement) and the Secured Party;

WHEREAS, Grantor and certain of its affiliates have entered into a Security Agreement, dated as of December 27, 2012, with the Secured Party (such agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Secured Party, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Term Loan Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. To secure payment of all of the Obligations, the Grantor hereby grants to the Secured Party a continuing security interest in all right, title and interest, whether now or hereafter existing and whether now owned or hereafter acquired, in and to the following Collateral (the "Trademark Collateral"):

- (a) all United States trademark registrations and trademark applications (collectively, "Trademarks"), including those referred to in Attachment 1 hereto;
- (b) all Trademark Licenses to the extent the grant of a security interest in such Trademark License would not constitute or result in a breach, termination or default thereunder or otherwise be prohibited by applicable law;

(c) all reissues, reexaminations, extensions or renewals of any of the items described in clause (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in clause (a) and (b); and

(e) all products and proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present, or future infringement or dilution of any Trademark or Trademark License, or for any injury to the goodwill associated with the use of any Trademark or Trademark License or for enforcement of any Trademark or Trademark License.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application until such time as a statement of use has been filed and accepted by the United States Patent and Trademark Office with respect to such application.

SECTION 3. Security Agreement. The parties hereto have entered into this Agreement for the purpose of registering the security interest of the Lenders in the Trademark Collateral with the United States Patent and Trademark Office.

SECTION 4. Further Assurances. Grantor agrees to deliver updated copies of Attachment 1 hereto within thirty (30) days after the end of each fiscal quarter if Grantor acquires any material U.S. trademark, service mark, trade name or service name not listed on Attachment 1 hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Grantor, such further instruments or documents (in form and substance reasonably satisfactory to the Secured Party), and promptly perform, or cause to be promptly performed, upon the reasonable request of the Administrative Agent, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Secured Party, to provide, perfect and preserve the security interest of the Secured Party granted pursuant to the Security Agreement or this Trademark Security Agreement in the Trademark Collateral or any portion thereof.

SECTION 5. Release of Security Interest. Upon the payment in full of all Obligations, the security interests created by this Agreement shall automatically terminate, all without delivery of any instrument or performance of any act by any Person. The Secured Party shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents, and take all other actions reasonably requested by the Grantor, as may be necessary or proper to release the security interest in the Trademark Collateral which has been granted hereunder and to record such release in the United States Patent and Trademark Office.

SECTION 6. Acknowledgment. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lenders and the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Term Loan Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of a

conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * * *


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the Effective Date.

GRANTOR:

THE CORYN GROUP II, LLC

By: Apple Vacations Holdings, L.P.
Its: Managing Member

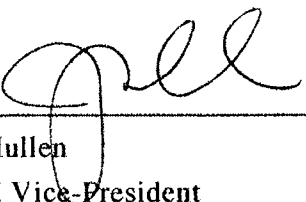
By: ALG GP Acquisition Holdings, LLC
Its: General Partner

By: 
Name: Ryan Cotton
Title: Authorized Signatory

SECURED PARTY:

MF HOLDCO 3, LP, as Secured Party
on behalf of the Lenders

by: Mullen Family GP, LLC,
its general partner

By: 
Name: Jeffrey M. Mullen
Title: Secretary and Vice-President

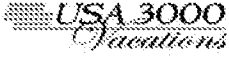

ATTACHMENT 1
to Trademark Security Agreement

Trademark Registrations and Trademark Applications

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
#1 TO THE SUN	U.S.	85/235676 2/7/2011	4218664 10/2/2012	The Coryn Group II, LLC
A LUXURIOUS INDULGENCE WITHOUT THE GUILT	U.S.	77/601332 10/27/2008	3822629 7/20/2010	The Coryn Group II, LLC
AMRESORTS	U.S.	78/076621 7/31/2001	2776812 10/21/2003	The Coryn Group II, LLC
AMRESORTS and Design 	U.S.	85/440343 10/5/2011	4150126 5/29/2012	The Coryn Group II, LLC
APPLE	U.S.	74/362361 2/26/1993	1812427 12/21/1993	The Coryn Group II, LLC
APPLE (Slashed) Design 	U.S.	76/373282 2/22/2002	2662971 12/17/2002	The Coryn Group II, LLC
Apple (Full) Design 	U.S.	76/373279 2/22/2002	2666329 12/24/2002	The Coryn Group II, LLC
APPLE and Design 	U.S.	78/373280 2/22/2002	2666330 12/24/2002	The Coryn Group II, LLC
APPLE DESIGN 	U.S.	85/313457 5/5/2011	4195604 8/21/2012	The Coryn Group II, LLC
APPLE LEISURE GROUP	U.S.	77/368506 1/10/2008	3522316 10/21/2008	The Coryn Group II, LLC

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
APPLE LEISURE GROUP and Design 	U.S.	77/368525 1/10/2008	3577642 2/17/2009	The Coryn Group II, LLC
APPLE VACATIONS	U.S.	73/633543 12/4/1986	1462268 10/20/1987	The Coryn Group II, LLC
APPLE VACATIONS	U.S.	85/697764 8/7/2012	—	The Coryn Group II, LLC
APPLE VACATIONS AND DESIGN 	U.S.	85/697551 8/7/2012	—	The Coryn Group II, LLC
APPLE VACATIONS COLLECTIONS	U.S.	78/830423 3/6/2006	3258063 7/3/2007	The Coryn Group II, LLC
COLLECTIONS	U.S.	78/835448 3/13/2006	3187382 12/19/2006	The Coryn Group II, LLC
DREAMS	U.S.	76/585607 4/8/2004	3077181 4/4/2006	The Coryn Group II, LLC
ENDLESS PRIVILEGES	U.S.	77/601304 10/27/2008	3764565 3/23/2010	The Coryn Group II, LLC
FITCATIONS	U.S.	85/628694 5/17/2012	—	The Coryn Group II, LLC
Floral Print Design 	U.S.	76/592640 5/17/2004	2991380 9/6/2005	The Coryn Group II, LLC
HAWAII YES YOU CAN and Design 	U.S.	75/316085 6/27/1997	2223758 2/16/1999	The Coryn Group II, LLC
HAWAII-YES YOU CAN	U.S.	76/610062 9/3/2004	3000509 9/27/2005	The Coryn Group II, LLC
NOW JADE	U.S.	85/018366 4/20/2010	3946119 4/12/2011	The Coryn Group II, LLC
NOW RESORTS & SPAS	U.S.	77/919948 1/26/2010	3959036 5/10/2011	The Coryn Group II, LLC
SECRETS	U.S.	76/077684 6/22/2000	2772061 10/7/2003	The Coryn Group II, LLC
SERVICE BEYOND THE CLICK	U.S.	78/683437 8/2/2005	3126344 8/8/2006	The Coryn Group II, LLC

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
Shell Design 	U.S.	76/151936 10/23/2000	2776175 10/21/2003	The Coryn Group II, LLC
SIZZLIN SPECIALS	U.S.	76/619867 11/8/2004	3033996 12/27/2005	The Coryn Group II, LLC
SQUARE DEALS	U.S.	74/345458 1/4/1993	1792975 9/14/1993	The Coryn Group II, LLC
SUMMERSUN	U.S.	74/345457 1/4/1993	1804809 11/16/1993	The Coryn Group II, LLC
SUNSCAPE	U.S.	78/074716 7/19/2001	2760264 9/2/2003	The Coryn Group II, LLC
SUNSCAPE RESORTS & SPAS and Design 	U.S.	85/097206 7/30/2010	4071474 12/13/2011	The Coryn Group II, LLC
SURE SHOT	U.S.	74/280032 6/1/1992	1748911 1/26/1993	The Coryn Group II, LLC
THE ART OF LIFE	U.S.	77/601335 10/27/2008	3764566 3/23/2010	The Coryn Group II, LLC
Turtle Design 	U.S.	76/567122 12/29/2003	2915877 1/4/2005	The Coryn Group II, LLC
UNLIMITED-FUN	U.S.	78/942293 8/1/2006	3237440 5/1/2007	The Coryn Group II, LLC
UNLIMITED-LUXURY	U.S.	78/942351 8/1/2006	3339887 11/20/2007	The Coryn Group II, LLC
USA 3000	U.S.	76/121848 9/5/2000	2986720 8/23/20005	The Coryn Group II, LLC
USA 3000 AIRLINES	U.S.	76/121846 9/5/2000	3690886 10/6/2009	The Coryn Group II, LLC
USA 3000 AIRLINES and Design 	U.S.	76/572976 1/29/2004	3019096 11/29/2005	The Coryn Group II, LLC
USA 3000 VACATIONS	U.S.	78/782439 12/29/2005	3263058 7/10/2007	The Coryn Group II, LLC

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
USA 3000 VACATIONS and Design 	U.S.	78/782657 12/29/2005	3266323 7/17/2007	The Coryn Group II, LLC
WINTERSUN	U.S.	74/279822 6/1/1992	1746110 1/12/1993	The Coryn Group II, LLC
ZOETRY	U.S.	77/592208 10/14/2008	3755697 3/2/2010	The Coryn Group II, LLC
ZOËTRY	U.S.	77/592589 10/14/2008	3684325 9/15/2009	The Coryn Group II, LLC
ZOETRY WELLNESS & SPA RESORTS and Design 	U.S.	77/602684 10/29/2008	3681351 9/8/2009	The Coryn Group II, LLC