

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM859706

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brewster Inc.		12/08/2023	Corporation: ALBERTA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	900 W Trade Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	5324931	ELK + AVENUE HOTEL	
Registration Number:	6167072	FLYOVER ICELAND	
Registration Number:	4453091	EXPLORE ROCKIES	
Registration Number:	5172416	ABOVE BANFF	
Registration Number:	6161629	FLYOVER CANADA	
Registration Number:	6161630	FLYOVER CANADA	
Registration Number:	6161631	FLYOVER ICELAND	
Registration Number:	5167455	ABOVE BANFF	
Registration Number:	5267289	ELK & AVENUE HOTEL	
Registration Number:	5973543	MOUNT ROYAL	
Registration Number:	6161632	FLYOVER AMERICA	
Registration Number:	6161633	FLYOVER	
Registration Number:	6913452	FLYOVER LAS VEGAS	
Registration Number:	6161634	FLYOVER	
Registration Number:	2726525	BREWSTER	
Registration Number:	5114733	FLYOVER	
Registration Number:	5129859	FLYOVER	
CORRESPONDENCE DATA			

OP \$440.00 5324931

Fax Number: 8009144240

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.

Phone: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
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SIGNATURE:	/Doris Ka/
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DATE SIGNED:	12/08/2023
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Total Attachments: 8

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U.S. TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 8, 2023, is made by BREWSTER INC., an Alberta corporation (the "Grantor") in favor of and for the benefit of BANK OF AMERICA, N.A., as Administrative Agent (the "Administrative Agent").

W I T N E S S E T H :

WHEREAS, pursuant to the Credit Agreement dated as of July 30, 2021, by and among Viad Corp, a Delaware corporation (the "Top Borrower"), Brewster Inc., an Alberta corporation (the "Co-Borrower"), and together with the Top Borrower, the "Borrowers"), the Guarantors party thereto, the Lenders from time to time party thereto, the Administrative Agent, the L/C Issuers and the Swing Line Lender (as amended by that certain First Amendment, dated as of March 23, 2022, that certain LIBOR Transition Amendment, dated as of February 6, 2023, that certain Second Amendment, dated as of March 28, 2023, that certain Third Amendment, dated as of October 6, 2023 and as it may be further amended, restated, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders and the L/C Issuers have agreed to make Credit Extensions to the Borrowers from time to time pursuant to the terms thereof;

WHEREAS, in connection with the Credit Agreement, the Grantor, Brewster Travel Canada Inc. and the Administrative Agent have executed and delivered a Canadian Security Agreement, dated as of December 8, 2023 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the terms of the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademarks (as defined below) to secure all Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders and the L/C Issuers to continue to make Credit Extensions to the Borrowers pursuant to the terms of the Credit Agreement, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor hereby assigns and pledges to the Administrative Agent for its benefit and for the ratable benefit of each of the Secured Parties and hereby grants to the Administrative Agent for its benefit and for the ratable benefit of each of the Secured Parties a security interest and Lien in the Grantor's trademarks and service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, domain names, logos, and any other designs or sources of business identifiers, indicia of origin or similar devices, including those listed on Schedule A hereto, all registrations with respect thereto, all applications with respect to the foregoing, and all extensions and renewals with respect to any of the foregoing, together with all of the goodwill associated with any and all of the foregoing, in each case in the United States, in each case whether now or hereafter existing, together with all rights and interests associated with the foregoing, including, without limitation, license royalties, claims or rights against third parties for any past, present or future infringement, violation or dilution of any trademark or similar device or registration thereof, or for any injury to the goodwill associated therewith, and all

corresponding rights, in each case in the United States (any and all of the foregoing, other than any Excluded Property (as defined in the Credit Agreement), the “Trademarks”).

SECTION 3. No Present Assignment. Neither this Agreement, nor any other document, instrument or agreement creates or is intended to create a present assignment of the Trademarks. Subject to the rights and security interest of the Administrative Agent, it is the intention of the parties hereto that the Grantor continue to own the Trademarks.

SECTION 4. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Administrative Agent in the Trademarks with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks granted hereby are more fully set forth in 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.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the province of Alberta, without regard to principles of conflicts of laws.

[Remainder of page intentionally left blank.]

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 day and year first above written.

BREWSTER INC.,
as Grantor

By:



Name: Carrie J. Long



Title: Executive Vice President - Treasury



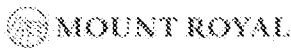


BANK OF AMERICA, N.A.,
as Administrative Agent


By: 
Name: Erik M. Truette
Title: Vice President

Schedule A

Trademarks

Trademark	Application No. Application Date	Registration No. Registration Date	Status	Owner Name
Elk + Avenue Hotel 	App 87064896 App June 8, 2016	Reg 5324931 Reg October 31, 2017	Registered	Brewster Inc.
FLYOVER ICELAND 	App 88577730 App August 13, 2019	Reg 6167072 Reg October 6, 2020	Registered	Brewster Inc.
EXPLORE ROCKIES	App 85140882 App September 29, 2010	Reg 4453091 Reg December 24, 2013	Registered	Brewster Inc.
ABOVE BANFF	App 86801356 App October 27, 2015	Reg 5172416 Reg March 28, 2017	Registered	Brewster Inc.
Flyover Canada 	App 88577640 App August 13, 2019	Reg 6161629 Reg September 29, 2020	Registered	Brewster Inc.
Flyover Canada	App 88577659	Reg 6161630	Registered	Brewster Inc.

Trademark	Application No. Application Date	Registration No. Registration Date	Status	Owner Name
	App August 13, 2019	Reg September 29, 2020		
Flyover Iceland 	App 88577690 App August 13, 2019	Reg 6161631 Reg September 29, 2020	Registered	Brewster Inc.
ABOVE BANFF	App 86801373 App October 27, 2015	Reg 5167455 Reg March 21, 2017	Registered	Brewster Inc.
Elk & Avenue Hotel	App 87052485 App May 27, 2016	Reg 5267289 Reg August 15, 2017	Registered	Brewster Inc.
Mount Royal 	App 87614551 App September 19, 2017	Reg 5973543 Reg January 28, 2020	Registered	Brewster Inc.
Flyover America 	App 88577774 App August 14, 2019	Reg 6161632 Reg September 29, 2020	Registered	Brewster Inc.
FLYOVER 	App 88577814 App August 14, 2019	Reg 6161633 Reg September 29, 2020	Registered	Brewster Inc.

Trademark	Application No. Application Date	Registration No. Registration Date	Status	Owner Name
FLYOVER LAS VEGAS	App 88655472 App October 15, 2019	Reg 6913452 Reg November 29, 2022	Registered	Brewster Inc.
FLYOVER 	App 88577825 App August 14, 2019	Reg 6161634 Reg September 29, 2020	Registered	Brewster Inc.
Brewster	App 76300624 App August 15, 2001	Reg 2726525 Reg June 17, 2003	Registered	Brewster Inc.
FLYOVER	App 85705837 App August 16, 2012	Reg 5114733 Reg January 3, 2017	Registered	Brewster Inc.
FLYOVER	App 86707579 App July 28, 2015	Reg 5129859 Reg January 24, 2017	Registered	Brewster Inc.