

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312333

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Surf Airlines Inc.		07/29/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	White Oak Global Advisors, LLC		
Street Address:	3 embarcadero center, suite 550		
City:	san francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4433409		
Registration Number:	4433411	SURF AIR	
Registration Number:	4433410	SURF AIRLINES	
Registration Number:	4437248	SURF AIR	
Registration Number:	4437249	ALL-YOU-CAN-FLY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(415) 278-9024		
Email:	landwebe@chapman.com		
Correspondent Name:	Joseph Landweber		
Address Line 1:	595 Market Street, 26th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94105		
NAME OF SUBMITTER:	JOSEPH LANDWEBER		
SIGNATURE:	/Joseph Landweber/		
DATE SIGNED:	07/30/2014		
Total Attachments: 9			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Surf Airlines Inc.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 29, 2014

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: White Oak Global Advisors, LLC

Street Address: 3 Embarcadero Center, Suite 550

City: San Francisco

State: California

Country: USA Zip: 94111

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See list attached as Schedule A hereto.

B. Trademark Registration No.(s)

See list attached as Schedule A hereto.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See list attached as Schedule A hereto.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Joseph Landweber

Internal Address: _____

Street Address: Chapman and Cutler LLP
595 Market Street, 26th Floor

City: San Francisco

State: California Zip: 94105

Phone Number: 415-278-9024

Docket Number: _____

Email Address: landwebe@chpman.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$140.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

Joseph Landweber

Name of Person Signing

7/30/2014


Date

Total number of pages including cover sheet, attachments, and document:

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**SCHEDULE A
TO FORM PTO-1594
TRADEMARK FORM COVER SHEET**

Trademark	Registration Number	Registration/Application Date
	4,433,409	November 12, 2013
SURF	4,433,411	November 12, 2013
Surf Airlines word mark	4,433,410	November 12, 2013
Surf Air word mark	4,437,248	November 19, 2013
"all-you-can-fly" word mark	4,437,249	November 19, 2013

Trademark Security Agreement

**TRADEMARK
REEL: 005332 FRAME: 0700**

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, supplemented and/or otherwise modified from time to time, this “*Agreement*”), dated as of July 29, 2014, is between SURF AIRLINES INC., a Delaware corporation (the “*Grantor*”), and WHITE OAK GLOBAL ADVISORS, LLC, a Delaware limited liability company (“*Administrative Agent*”), as Administrative Agent for the benefit of the Lenders party to that certain Loan Agreement (as hereinafter defined).

R E C I T A L S

A. Grantor has previously entered into or is in the process of entering into that certain Loan and Security Agreement, dated as of July 29, 2014 (as amended, supplemented and/or otherwise modified from time to time, the “*Loan Agreement*”), among Grantor, the Subsidiaries of Grantor from time to time are parties thereto as Guarantors, the several entities which from time to time party thereto as Lenders, and Administrative Agent, pursuant to which Lenders have agreed, subject to certain terms and conditions, to extend various financial accommodations to Grantor.

B. Pursuant to the Loan Agreement, Grantor grants, pledges and assigns to Administrative Agent for the benefit of the Lenders a security interest in, among other assets, the Intellectual Property Collateral (as defined in the Loan Agreement) owned by Grantor.

C. Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), and in order to induce Lenders to extend credit to Grantor pursuant to the Loan Agreement, Grantor agrees, for the benefit of Administrative Agent, as follows:

Section 1. Definitions. Unless the context otherwise requires, each capitalized term used but not otherwise defined herein has the meaning ascribed thereto in the Loan Agreement.

Section 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance when due of all of the Obligations, Grantor hereby grants, pledges and assigns a security interest to Administrative Agent in and to, all of the following, whether now owned or hereafter acquired (collectively, the “*Trademark Collateral*”):

(a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or any political subdivision thereof, including without limitation those trademarks listed on **Schedule A** attached hereto and the goodwill associated

therewith (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the “*Trademarks*”); and

(b) subject to the terms of the Loan Agreement, all rights under or interest in any trademark license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement (all of the foregoing are hereinafter referred to collectively as the “*Trademark Licenses*”); and

(c) all income, royalties, damages, payments and proceeds at any time due or payable to Grantor or asserted for the benefit of Grantor under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, the Trademark Collateral shall not include any Excluded Property.

Section 3. New Trademarks. If, before the Obligations (other than Unasserted Obligations) shall have been paid in full, Grantor shall obtain rights to any new Trademarks or Trademark Licenses, the provisions of **Section 2** shall automatically apply thereto. Grantor shall promptly update **Schedule A** attached hereto as necessary, but no more frequently than once per Fiscal Quarter, and Grantor shall provide written notice to Administrative Agent of such updates on a Fiscal Quarter basis. Grantor authorizes Administrative Agent to modify this Agreement by amending **Schedule A** attached hereto to reflect such updates.

Section 4. Administrative Agent’s Right to Sue. Grantor shall have the right to bring any opposition proceedings, cancellation proceedings, or lawsuit in its own name to enforce or protect the Trademarks, provided that during the continuance of an Event of Default, Grantor shall seek the prior written consent of Administrative Agent, which will not be unreasonably withheld, in which event Administrative Agent may, if necessary, be joined as a nominal party to such suit if Administrative Agent shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Grantor hereby agrees that, notwithstanding anything to the contrary contained herein or in the Loan Documents, as between Grantor and Administrative Agent, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other actions that, in each case, Grantor determines to be desirable in connection with all or any of the Trademark Collateral so long as Grantor is the owner of such Trademark Collateral. Grantor shall promptly, upon demand, reimburse and indemnify Administrative Agent for all damages, costs, and expenses, including attorneys’ fees, incurred by Administrative Agent in the fulfillment of the provisions of this **Section 4**; *provided* that such indemnity shall not be available to the extent that such damages, costs, or expenses are determined by a court of competent jurisdiction by a final and non-appealable judgment to have resulted from the gross negligence, bad faith or willful misconduct of Administrative Agent.

Section 5. Loan Agreement. This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Lenders under the

Loan Agreement. The Loan Agreement (and all rights and remedies of each Lender thereunder) shall remain in full force and effect in accordance with its terms and are incorporated herein by this reference.

Section 6. Release of Security Interest. Upon the payment in full of the Obligations (other than Unasserted Obligations) or otherwise in accordance with the terms of the Loan Agreement, the Trademark Collateral shall be released from the security interest granted hereby and in the Loan Agreement and all obligations of Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all right, title and interest in and to the Trademark Collateral shall revert to Grantor. At the request and expense of Grantor, Administrative Agent shall promptly execute and deliver to Grantor all instruments and other documents as may be reasonably necessary to release the security interest in and to the Trademark Collateral that has been granted hereunder.

Section 7. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated herein by this reference.

Section 8. Loan Document. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

Section 9. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

SECTION 10. GOVERNING LAW; JURISDICTION; ETC.

(a) *GOVERNING LAW.* THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA.

(b) *SUBMISSION TO JURISDICTION.* EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF CALIFORNIA SITTING IN THE CITY AND COUNTY OF SAN FRANCISCO AND OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT TO WHICH EACH IS A PARTY, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH STATE COURTS OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, IN SUCH FEDERAL COURTS. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT ADMINISTRATIVE AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR

PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY LOAN PARTY OR ANY OF ITS PROPERTIES IN THE COURTS OF ANY OTHER JURISDICTION.

(c) *WAIVER OF VENUE.* EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN SUBSECTION (B) OF THIS **SECTION 10**. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) *SERVICE OF PROCESS.* EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN **SECTION 10.02** OF THE LOAN AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAWS.

SECTION 11. WAIVER OF RIGHT TO JURY TRIAL.

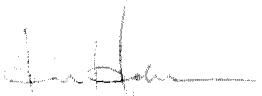
TO THE EXTENT PERMITTED BY APPLICABLE LAWS, EACH OF THE PARTIES HERETO HEREBY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM.

[SIGNATURE PAGE FOLLOWS.]

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 written above.

WHITE OAK GLOBAL ADVISORS, LLC,
as Administrative Agent

SURF AIRLINES INC.,
as Grantor

By: 
Name: Andre Haidah
Title: Managing Member

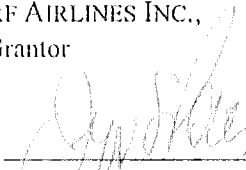
By: _____
Name: _____
Title: _____

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 written above.

WHITE OAK GLOBAL ADVISORS, LLC,
as Administrative Agent

By: _____
Name: _____
Title: Managing Member


SURF AIRLINES INC.,
as Grantor

By:  _____
Name: Jeff Potter
Title: Chief Executive Officer

Trademark Security Agreement

TRADEMARK
REEL: 005332 FRAME: 0706

**SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT**

Trademark	Registration Number	Registration/Application Date
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