

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM349963

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HOTH, INC.		07/31/2015	CORPORATION: ALASKA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BNP PARIBAS		
<b>Street Address:</b>	787 SEVENTH AVENUE		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Banking Corporation: FRANCE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4752811	RAVN	
<b>Registration Number:</b>	4782701	RAVN ALASKA	
<b>Registration Number:</b>	4752731	RAVN CONNECT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2022825100		
<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>			
<b>Phone:</b>	202-282-5202		
<b>Email:</b>	eanderson@winston.com		
<b>Correspondent Name:</b>	WINSTON & STRAWN LLP		
<b>Address Line 1:</b>	200 PARK AVENUE		
<b>Address Line 2:</b>	SONAKSHI JHA		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10166-4193		
<b>ATTORNEY DOCKET NUMBER:</b>	86700.24		
<b>NAME OF SUBMITTER:</b>	Sonakshi Jha		
<b>SIGNATURE:</b>	/Sonakshi Jha/		
<b>DATE SIGNED:</b>	07/31/2015		
<b>Total Attachments: 6</b>			
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**Trademark Security Agreement**

**Trademark Security Agreement**, dated as of July 31, 2015, by HOTH, INC., an Alaska Corporation, located at 4700 Old International Airport Road Anchorage, Alaska 99502 (the "Assignor"), in favor of BNP PARIBAS, a societe anonyme or limited liability banking corporation organized under the laws of the Republic of France, located at 787 Seventh Avenue, New York, NY 10019, in its capacity as collateral agent pursuant to that certain Credit Agreement, dated as of July 31, 2015, as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Assignee").

WITNESSETH:

WHEREAS, the Assignor is party to a Security Agreement, dated as of July 31, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions thereof, the "Security Agreement"), made by RAVN AIR GROUP, INC., a Delaware corporation, RAVN AIR GROUP HOLDINGS, LLC, a Delaware limited liability company, and the other Guarantors from time to time party thereto, as pledgors, assignors and debtors, in favor of the Assignee.

WHEREAS, pursuant to the Security Agreement, the Assignor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Assignee, for the benefit of the Secured Parties to enter into the Credit Agreement, and intending to be legally bound, the Assignor hereby agrees with the Assignee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms used but not defined herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for payment and performance in full of all the Secured Obligations, the Assignor hereby pledges and grants to the Assignee for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of the Assignor in, to and under all the following property, wherever located, and whether nor existing or hereafter arising or acquired from time to time (collectively, the "Pledged Trademark Collateral"):

(a) all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URL's), domain names, corporate names and trade names and all Goodwill, whether registered or unregistered, and all registrations and applications for any of the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), including those listed on Schedule I attached hereto, together with any and all (i) rights and privileges arising under applicable law with respect to the Assignor's use thereof, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now or hereafter due and/or payable or with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements, dilutions or other violations thereof; and

(b) all Proceeds and products of each of the foregoing and all accessions to, substitution and replacements for, and rents, profits and products of, each of the foregoing, any and all Proceeds of

any insurance, indemnity, warranty or guaranty payable to the Assignor from time to time with respect to any of the foregoing (other than, in each case, Excluded Property).

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 Assignee pursuant to the Security Agreement and the Assignor hereby acknowledges and affirms that the rights and remedies of the Assignee with respect to the security interest in the Pledged 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 unless the Assignee shall otherwise determine.

SECTION 4. Termination. When the applicable conditions set forth in Section 11.4 to the Security Agreement have been satisfied, this Trademark Security Agreement and the lien and security interest created hereunder shall automatically terminate and the Assignee shall execute, acknowledge, and deliver to the Assignor such instruments in writing in recordable form as may be necessary or advisable to reflect of public record such release and termination of the collateral pledge, grant, assignment, lien and security interest in the Pledged Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, shall be deemed an original, but all such counterparts together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by telecopier or other electronic transmission (i.e. a "pdf" or "tif" document) shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. Governing Law, Consent to Jurisdiction and Service of Process; Waiver of Jury Trial. Section 11.7 of the Security Agreement is incorporated herein, *mutatis mutandis*, as if a part hereof.

[SIGNATURE PAGE FOLLOWS]


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


**HOTH, INC.**, as Assignor

By: W. H. J. Jr.  
Name: Will Hamenberg  
Title: Assistant Secretary

Accepted and Agreed:

**BNP PARIBAS,**  
as Collateral Agent and Assignee








By:   
Name: **Peter Fritz**  
Title: **Vice President**


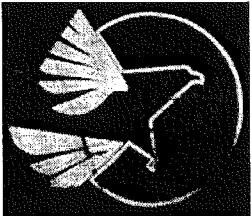
By:   
Name:  
Title: **Charles Romano**  
**Director**

[Signature Page to Trademark Security Agreement]

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
U.S. TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

**U.S. Trademark Registrations:**

Owner	Mark	Reg. No.
HOTH, INC.	RAVN	4,752,811
HOTH, INC.	RAVN ALASKA	4,782,701
HOTH, INC.	RAVN CONNECT	4,752,731
HOTH, INC.		AK 89211
HOTH, INC.		AK 89203
HOTH, INC.		AK 89209
HOTH, INC.		AK 89205
HOTH, INC.		AK 89208
HOTH, INC.		AK 89206
HOTH, INC.		AK 89202
HOTH, INC.		AK 89210

Owner	Mark	Reg. No.
HOTH, INC.	 <p data-bbox="552 468 812 520">HAGELAND AVIATION SERVICES</p>	AK 89204
HOTH, INC.		AK 89207

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