

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM353302

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Service By Air, Inc.		08/04/2015	CORPORATION: NEW YORK
SBA Consolidators, Inc.		08/04/2015	CORPORATION: NEW YORK
Highways & Skyways, Inc.		08/04/2015	CORPORATION: KENTUCKY

## RECEIVING PARTY DATA

<b>Name:</b>	Bank of America, N.A.
<b>Street Address:</b>	400 4th Street
<b>City:</b>	Lake Oswego
<b>State/Country:</b>	OREGON
<b>Postal Code:</b>	97034
<b>Entity Type:</b>	National Association: UNITED STATES

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
<b>Registration Number:</b>	4389061	SBA GLOBAL LOGISTIC SERVICES
<b>Registration Number:</b>	3606750	SBA SERVICE BY AIR, INC. SINCE 1972 GLOB
<b>Registration Number:</b>	3966444	
<b>Registration Number:</b>	3973696	
<b>Registration Number:</b>	3966257	
<b>Registration Number:</b>	3966255	
<b>Registration Number:</b>	3970216	
<b>Registration Number:</b>	3973642	
<b>Serial Number:</b>	86593140	HIGHWAYS & SKYWAYS
<b>Serial Number:</b>	86593105	HIGHWAYS & SKYWAYS, INC.

## CORRESPONDENCE DATA

Fax Number: 2027393001

*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: 202-739-3000

Email: jennifer.evans@morganlewis.com

Correspondent Name: Morgan, Lewis &amp; Bockius LLP

Address Line 1: 1111 Pennsylvania Avenue, NW

TRADEMARK

<b>Address Line 4:</b>	Washington, D.C. 20004
<b>ATTORNEY DOCKET NUMBER:</b>	102507-0148
<b>NAME OF SUBMITTER:</b>	Jennifer C. Evans
<b>SIGNATURE:</b>	/jce/
<b>DATE SIGNED:</b>	08/31/2015
<b>Total Attachments: 6</b> source=Trademark Security Agreement -- Fully Executed 8-4-2015#page1.tif source=Trademark Security Agreement -- Fully Executed 8-4-2015#page2.tif source=Trademark Security Agreement -- Fully Executed 8-4-2015#page3.tif source=Trademark Security Agreement -- Fully Executed 8-4-2015#page4.tif source=Trademark Security Agreement -- Fully Executed 8-4-2015#page5.tif source=Trademark Security Agreement -- Fully Executed 8-4-2015#page6.tif	

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of August 4, 2015, is made by Service By Air, Inc., a New York corporation ("SBAI"), SBA Consolidators, Inc., a New York corporation ("SBAC") and Highways & Skyways, Inc., a Kentucky corporation ("Highways" and, together with SBAI and SBAC, each a "Grantor", and individually and collectively, jointly and severally, the "Grantors"), in favor of Bank of America, N.A., a national banking association ("Agent") as agent for the lenders ("Lenders") party to the Loan Agreement (defined below).

WITNESSETH:

WHEREAS, pursuant to that certain First Amendment to Amended and Restated Loan and Security Agreement dated as of the date hereof among, *inter alia*, Grantors, Lenders and Agent, the Grantors are joining as Borrowers party to that certain Amended and Restated Loan and Security Agreement dated as of April 2, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") among the Borrowers party thereto, Lenders and Agent; and

WHEREAS, pursuant to the Loan Agreement, each of the Grantors is required to execute and deliver to Agent this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants, assigns and pledges to Agent, on behalf of the Secured Parties, to secure the Obligations, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, including those referred to on Schedule I hereto (each a "Trademark");

(b) all licenses of any trademarks (including service marks), trade names, trade dress, and trade styles, whether as licensee or licensor, including those referred to on Schedule I hereto;

(c) all renewals or extensions of the foregoing Trademarks;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(e) all income, royalties, payments and proceeds of the foregoing now and hereafter due or payable, including payments under all licenses entered into in connection with the Trademarks; and

(f) the right to sue and recover damages and payments for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any license agreement.

3. LOAN AGREEMENT. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Agent, on behalf of the Secured Parties, pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GRANTORS REMAIN LIABLE. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with any Trademark Collateral subject to a security interest hereunder.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each Grantor hereby authorizes the Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Secured Parties' continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

7. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of California, without giving effect to any conflict of law principles (but giving effect to Federal laws relating to national banks).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each 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.

**SERVICE BY AIR, INC.,**  
a New York corporation

By: B. H. Crain  
Name: Bahn H. Crain  
Title: CEO

**SBA CONSOLIDATORS, INC.,**  
a New York corporation

By: B. H. Crain  
Name: Bahn H. Crain  
Title: CEO


**HIGHWAYS & SKYWAYS, INC.,**  
a Kentucky corporation

By: B. H. Crain  
Name: Bahn H. Crain  
Title: CEO

[Signature page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED  
as of the date first above written:









**BANK OF AMERICA, N.A.,**  
a national banking association,  
as Agent

By:   
Name: John W Mowstick  
Title: SVP

[Signature page to Trademark Security Agreement]



**SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT**

Registered Trademarks

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Reg. No.</u>	<u>Reg. Date</u>
	Service By Air, Inc.	Registered US	4,389,061	20-Aug-2013
		Registered Europe	11285772	21-Mar-2013
	Service By Air, Inc.	Registered US	3,606,750	14-Apr-2009
	Service By Air, Inc.	Registered US	3,966,444	24-May-2011
	Service By Air, Inc.	Registered US	3,973,696	07-Jun-2011
	Service By Air, Inc.	Registered US	3,966,257	24-May-2011
	Service By Air, Inc.	Registered US	3,966,255	24-May-2011
	Service By Air, Inc.	Registered US	3,970,216	31-May-2011

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**TRADEMARK  
REEL: 005612 FRAME: 0462**

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Reg. No.</u>	<u>Reg. Date</u>
	Service By Air, Inc.	Registered US	3,973,642	07-Jun-2011
	Highways & Skyways, Inc.	Pending US	Serial No. 86/593,140	Filing Date 10-April-2015
Highways & Skyways, Inc.	Highways & Skyways, Inc.	Pending US	Serial No. 86/593,105	Filing Date 10-April-2015
SBA Consolidators	SBA Consolidators			

Highways & Skyways owns the "Highways & Skyways" name and mark. The Company has verbal agreements with the following third parties granting them the right to use the "Highways & Skyways" name and mark and other associated intellectual property, specifically the website and content currently published at <http://highwaysandskyways.com> and email accounts associated with that Domain:

Highways & Skyways of NC, Inc.

Highways & Skyways of GA, Inc.

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