

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357316

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ohio Transmission Corporation		10/02/2015	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A. as Administrative Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3474661	SURVAIR	
Registration Number:	3443732	MODULAIR	
Registration Number:	3128662	AIR TECHNOLOGIES	
Registration Number:	2459926	MANAGAIR	
Registration Number:	2368849	MONITAIR	
Registration Number:	2366612	DIRECTAIR	
CORRESPONDENCE DATA			
Fax Number:	3125585700		
<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:	312 558-6352		
Email:	mfoy@winston.com		
Correspondent Name:	Michelle C. Foy, Winston & Strawn LLP		
Address Line 1:	35 W. Wacker Drive		
Address Line 2:	Suite 4200		
Address Line 4:	Chicago, ILLINOIS 60601-9703		
ATTORNEY DOCKET NUMBER:	13757.77		
NAME OF SUBMITTER:	Michelle C. Foy		
SIGNATURE:	/Michelle C. Foy/		

CH \$165.00 3474661

DATE SIGNED:	10/02/2015
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

(TRADEMARKS AND TRADEMARK APPLICATIONS)

WHEREAS, Ohio Transmission Corporation, an Ohio corporation (herein referred to as "Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of October 2, 2015 (as amended, amended and restated, supplemented and/or modified from time to time, the "Credit Agreement") by and among Flight Buyer LLC, a Delaware limited liability company ("Buyer LLC"), Flight Buyer, Inc., a Delaware corporation ("Buyer Inc."), Ohio Transmission Corporation, an Ohio corporation ("OTC" and together with Buyer LLC and Buyer Inc., the "Borrowers"), the other Credit Parties party thereto, the Lenders and L/C Issuers party thereto and BMO Harris Bank N.A., as administrative agent for the Lenders (including the Swingline Lender) and L/C Issuers; and

WHEREAS, pursuant to the terms of the Guaranty and Security Agreement dated as of October 2, 2015 (as amended, amended and restated, supplemented and/or modified from time to time, the "Security Agreement"; unless otherwise defined herein, terms defined in the Security Agreement and used herein have the respective meanings given to them in the Security Agreement) by and among the Borrowers, the other grantors party thereto and BMO Harris Bank N.A., as administrative agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Security Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created, arising or acquired:

(i) each Trademark owned by Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to each Trademark (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present, or future infringements thereof);

(iii) the right to sue or otherwise recover for any and all past, present, and future infringements and other violations of each Trademark, including the goodwill associated

therewith, and all other rights or benefits of any kind whatsoever accruing thereunder or pertaining thereto; and

(iv) any and all products and proceeds of the foregoing.

Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein; provided, further, that the definition of Trademark Collateral shall not include any Excluded Property.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee with full power of substitution as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Security Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the foregoing Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the 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.

This Trademark Security Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

[signature page follows]


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

OHIO TRANSMISSION CORPORATION

By: 
Name: Matt Piatt
Title: Chief Financial Officer, Vice President
and Treasurer

ACKNOWLEDGED:

**BMO HARRIS BANK N.A.,
as Agent,**

By: 
Name: John Buchta
Title: Vice President

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS AND TRADEMARK REGISTRATIONS

Owner	Trademark	Registration Number / Registration Date
Ohio Transmission Corporation	SURVAIR	3,474,661; 07/29/2008 (Federal)
Ohio Transmission Corporation	MODULAIR	3,443,732; 06/10/2008 (Federal)
Ohio Transmission Corporation	AIR TECHNOLOGIES (stylized)	3,128,662; 08/15/2006 (Federal)
Ohio Transmission Corporation	MANAGAIR	2,459,926; 06/12/2001 (Federal)
Ohio Transmission Corporation	MONTAIR	2,368,849; 07/18/2000 (Federal)
Ohio Transmission Corporation	DIRECTAIR	2,366,612; 07/11/2000 (Federal)

TRADEMARK APPLICATIONS

None