

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357974

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OAG Aviation Worldwide Limited		10/05/2015	Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Lloyds Bank plc		
Street Address:	25 Gresham Street		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2V 7HN		
Entity Type:	public limited company: ENGLAND		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2195067	OAG	
Registration Number:	2153807	OAG	
Registration Number:	1296130	OAG	
Registration Number:	1314556	OFFICIAL AIRLINE GUIDE	
Registration Number:	2843093	OFFICIAL AIRLINE GUIDES	
Registration Number:	2788280	OAG	
Registration Number:	3129022	INFORWARDING	
Registration Number:	4458631	INFORWARDING	
Registration Number:	4568725	MIGO	
Registration Number:	4648602	MIGO	
Registration Number:	4465292	AFRA	
CORRESPONDENCE DATA			
Fax Number:	2127158000		
<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:	(212) 715-7670		
Email:	KLTrademark@kramerlevin.com		
Correspondent Name:	Kramer Levin Naftalis & Frankel LLP		
Address Line 1:	1177 Avenue of the Americas		

CH \$290.00 2195067

Address Line 4:	New York, NEW YORK 10036
ATTORNEY DOCKET NUMBER:	066260-00010
DOMESTIC REPRESENTATIVE	
Name:	Kramer Levin Naftalis & Frankel LLP
Address Line 1:	1177 Avenue of the Americas
Address Line 4:	New York, NEW YORK 10036
NAME OF SUBMITTER:	Tania C. Ramos
SIGNATURE:	/Tania C. Ramos/
DATE SIGNED:	10/08/2015
Total Attachments: 10	
source=Trademark Security Agreement from OAG Aviation Worldwide Limited to Lloyds Bank plc#page1.tif source=Trademark Security Agreement from OAG Aviation Worldwide Limited to Lloyds Bank plc#page2.tif source=Trademark Security Agreement from OAG Aviation Worldwide Limited to Lloyds Bank plc#page3.tif source=Trademark Security Agreement from OAG Aviation Worldwide Limited to Lloyds Bank plc#page4.tif source=Trademark Security Agreement from OAG Aviation Worldwide Limited to Lloyds Bank plc#page5.tif source=Trademark Security Agreement from OAG Aviation Worldwide Limited to Lloyds Bank plc#page6.tif source=Trademark Security Agreement from OAG Aviation Worldwide Limited to Lloyds Bank plc#page7.tif source=Trademark Security Agreement from OAG Aviation Worldwide Limited to Lloyds Bank plc#page8.tif source=Trademark Security Agreement from OAG Aviation Worldwide Limited to Lloyds Bank plc#page9.tif source=Trademark Security Agreement from OAG Aviation Worldwide Limited to Lloyds Bank plc#page10.tif	

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, OAG Aviation Worldwide Limited (herein called "Grantor") owns certain Trademarks (as defined below) and is a party to certain Trademark Licenses (as defined below); and

WHEREAS, pursuant to that certain Multicurrency Term Facilities Agreement dated October 5, 2015 (the "Facilities Agreement") among OAG Aviation Holdings Limited, as original borrower (the "Original Borrower"), certain subsidiaries of the Original Borrower, including Grantor, as original guarantors, Lloyds Bank plc, as arranger, Lloyds Bank plc, acting as agent, Lloyds Bank plc, as original lender (the "Original Lender"), and Lloyds Bank plc, acting as security agent (the "Security Agent") the Original Lender has agreed to make certain loans to the Original Borrower.

WHEREAS, pursuant to the terms of the Security Agreement dated as of October 5, 2015 made by Grantor, and certain affiliates of Grantor (as from time to time amended, supplemented, restated or otherwise modified, the "Security Agreement"), Grantor has granted to Lloyds Bank plc, as Security Agent (the "Grantee") for the benefit of the Secured Parties (as defined in the Facilities Agreement) a continuing security interest in various assets of Grantor, including a continuing security interest in all right, title and interest of Grantor in and to the Trademark Collateral (as defined herein), whether now owned or existing or hereafter acquired or arising, to secure the Obligations (as such term is defined in the Security Agreement);

NOW, THEREFORE, in consideration of the premises, the terms and conditions contained herein, and other good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Grant of Security Interest. The Grantor hereby grants to Grantee a continuing security interest, for the benefit of the Secured Parties, in and to all of Grantor's right, title and interest in and to all of the following property (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, whether now existing or hereafter incurred or arising:

(a) each Trademark in which Grantor has any interest, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(b) each Trademark License, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(c) all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by Grantor against third parties for past,

present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark, and all rights and benefits of Grantor under any Trademark License, or for injury to the goodwill associated with any of the foregoing.

As used herein:

“Trademark License” means any license or agreement, whether now or hereafter in existence, under which is granted or authorized any right to use any Trademark, including without limitation the agreements identified on Schedule 1 hereto.

“Trademarks” means all of the following: (a) all domestic and foreign trademarks, service marks, trade names, business names, logos, designs, slogans, trade dress and other indicia of service or sponsorship of goods or services, whether registered or unregistered, all registrations and applications for registration therefor, including those described in Schedule 1, (b) the goodwill of the business symbolized thereby or associated with each of them, (c) all renewals thereof, (d) all claims for, and rights to sue for, past or future infringements of any of the foregoing, and (e) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default (as such term is defined in the Facilities Agreement) has occurred and is 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.

This 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 of any conflict or inconsistency between this Trademark Security Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail. In the event of any conflict or inconsistency between this Trademark Security Agreement or the Security Agreement and the UK Security Agreement (or any portion hereof or thereof), the terms of the UK Security Agreement shall prevail. All references herein to the “UK Security Agreement” mean that certain Security Agreement governed by English law dated October 5, 2015 made by the Grantor, as an “Original Chorgor” for the benefit of Lloyds Bank plc, as security agent.

Section 2. Governing Law; Jurisdiction; Consent to Service of Process.

(a) This Trademark Security Agreement and any claim, controversy or dispute related to or in connection with this Trademark Security Agreement or any of the transactions contemplated hereby, the relationship of the parties hereto and the interpretation and enforcement of the rights and duties of the parties hereto shall be governed by and construed in accordance with the laws of the State of New York.

(b) GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY FEDERAL OR STATE COURT IN THE STATE OF NEW YORK LOCATED IN NEW YORK COUNTY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT AGAINST IT AND RELATED TO OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY AND CONSENTS TO THE PLACING OF VENUE IN NEW YORK COUNTY OR OTHER COUNTY PERMITTED BY LAW. TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR HEREBY WAIVES AND AGREES NOT TO ASSERT BY WAY OF MOTION, AS A DEFENSE OR OTHERWISE, IN ANY SUCH SUIT, ACTION OR PROCEEDING ANY CLAIM THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF SUCH COURTS, THAT THE SUIT, ACTION OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM, THAT THE VENUE OF THE SUIT, ACTION OR PROCEEDING IS IMPROPER, OR THAT THIS AGREEMENT OR INSTRUMENT REFERRED TO HEREIN MAY NOT BE LITIGATED IN OR BY SUCH COURTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR AGREES NOT TO SEEK AND HEREBY WAIVES THE RIGHT TO ANY REVIEW OF THE JUDGMENT OF ANY SUCH COURT BY ANY COURT OF ANY OTHER NATION OR JURISDICTION WHICH MAY BE CALLED UPON TO GRANT AN ENFORCEMENT OF SUCH JUDGMENT. EXCEPT AS PROHIBITED BY LAW, GRANTOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT (WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY). THE GRANTOR (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS TRADEMARK SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

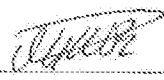
(c) Counterparts. Each party to this Trademark Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 33 of the Facilities Agreement. Nothing in this Trademark Security Agreement will affect the right of any party to this Trademark Security Agreement to serve process in any other manner permitted by law.

(d) Mutual Drafting. The parties hereto have participated jointly in the negotiation and drafting of this Trademark Security Agreement. If an ambiguity or question of intent or interpretation arises, this Trademark Security Agreement will be construed as if drafted

jointly by the parties hereto, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Trademark Security Agreement.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 5th day of October, 2015.

OAG AVIATION WORLDWIDE LIMITED

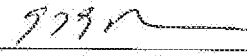
By: 
Name: MATTHEW PLOSE
Title: CHIEF FINANCIAL OFFICER

[Signature Page to OAG Aviation Worldwide Limited Trademark Security Agreement]

TRADEMARK
REEL: 005641 FRAME: 0281

Acknowledged and Agreed as of the date hereof:

Lloyds Bank plc, as Security Agent

By: 

Name: JOHN REYNOLDS

Title: DIRECTOR, STRATEGIC FINANCE

Schedule 1

Trademarks

Trademark Licenses

**Disclosure Schedules
(Trademark Security Agreement - OAG Aviation Worldwide Limited)**

Schedule 1

Trademarks

Country	Trade Mark	Registration Number	Class	Renewal Date
US	OAG	2,195,067	9	13/10/2018
US	OAG	2,153,807	42	28/04/2018
US	OAG	1,296,130	16	18/09/2024
China	OAG	1538189	9	13/03/2021
China	OAG	1468720	16	06/11/2020
China	OAG	1487778	39	06/12/2020
China	OAG	1499571	41	27/12/2020
China	OAG	1499807	42	27/12/2020
China	OAG	15136954 (applic.)	38 and 43	Pending appeal re: ownership filed 12/06/2015
Saudi Arabia	OAG	447/65	009	23/10/2016
Saudi Arabia	OAG	447/66	016	23/10/2016
Saudi Arabia	OAG	447/64	042	23/10/2016
Australia	OAG	233991	016	03/07/2022
Hong Kong	OAG	1994B05662	016	25/05/2020
Macau	OAG	3541-M	016	12/10/2024
Singapore	OAG	T85/04679Z	016	14/10/2022
Switzerland	OAG	342746	016	10/10/2025
Canada	OAG	TMA320495		07/11/2016
CTM	OAG	200741	9, 16, 39, 42	01/04/2016
CTM	OAG	6664932	9, 16	13/02/2018
CTM	OAG	540641	35, 39, 42	22/04/2017
Japan	OAG	1883835	16	28/08/2016
Japan	OAG	5249423	9, 39, 42, 43	17/07/2019
Taiwan	OAG	225791	056	31/10/2023
Australia	OFFICIAL AIRLINE GUIDE	450070	016	11/08/2017
Austria	OFFICIAL AIRLINE GUIDE	129367	016, 39	28/02/2020
Benelux	OFFICIAL AIRLINE GUIDE	420884	016	06/08/2016
Canada	OFFICIAL AIRLINE GUIDE	TMA369588		22/06/2020
Denmark	OFFICIAL AIRLINE GUIDE	VR 1988 03835	016, 039	04/11/2018

Country	Trade Mark	Registration Number	Class	Renewal Date
Finland	OFFICIAL AIRLINE GUIDE	106057	016, 039	05/01/2020
France	OFFICIAL AIRLINE GUIDE	1444133	016, 039	23/09/2016
Japan	OFFICIAL AIRLINE GUIDE	2711610	016	26/12/2015
Norway	OFFICIAL AIRLINE GUIDE	159034	016, 039	02/09/2023
Saudi Arabia	OFFICIAL AIRLINE GUIDE	470/45	016	23/10/2016
Singapore	OFFICIAL AIRLINE GUIDE	T86/03781F	016	25/08/2023
Sweden	OFFICIAL AIRLINE GUIDE	214605	016, 039	25/08/2019
Switzerland	OFFICIAL AIRLINE GUIDE	357122	016	06/08/2016
US	OFFICIAL AIRLINE GUIDE	1,314,556	16	15/01/2025
US	OFFICIAL AIRLINE GUIDE	2,843,093	16	18/05/2024
China	OAG & Design	3871028	009	20/02/2016
China	OAG & Design	3871027	016	13/06/2016
China	OAG & Design	3871026	039	13/06/2016
China	OAG & Design	15136952 (applic.)	38 and 43	Pending
CTM	OAG & Design	2757060	9, 16, 39, 42	01/07/2022
Hong Kong	OAG & Design	300129690	9, 16, 39	17/12/2023
Japan	OAG & Design	4769914	9, 16, 39, 42	14/05/2024
Taiwan	OAG & Design	01148166	009	15/04/2025
Taiwan	OAG & Design	01125435	016	31/10/2024
Taiwan	OAG & Design	01126364	039	31/10/2024
United Kingdom*	OAG	1258012	16	13/01/2017
United Kingdom*	OAG & Design	2304162	9, 16, 39, 42	01/07/2022
US	OAG & Design	2,788,280	9,16,39	02/12/2023
US	INFORWARDING	3,129,022	39	15/08/2016
US	INFORWARDING	4,458,631	38	31/12/2023
Japan	OAG OFFICIAL AIRLINE GUIDE	4769915	9, 39, 42, 43	14/05/2024
US	MIGO	4,568,725	42	15/07/2024
US	MIGO	4,648,602	9	02/12/2024
CTM	MIGO	011141546	9, 39, 42	24/08/2022
US	AFRA	4,465,292	35, 42	14/01/2024
China	OU AI JI (OAG in Chinese)	13770579	9	13/02/2025
China	OU AI JI	13770578	16	13/02/2025
China	OU AI JI	13770577	39	13/03/2025
China	OU AI JI	13770576 (applic.)	41	In process. Published 24/11/2014, but TMO left out part

Country	Trade Mark	Registration Number	Class	Renewal Date of specification
China	OU AI JI	13770575	42	25/05/2025
China	OU AI JI	15136953 (applic.)	38, 43	Pending

Trademark Licenses

None.