

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM367373

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
One Sky Flight, LLC		12/23/2015	LIMITED LIABILITY COMPANY: DELAWARE
Flight Options, LLC		12/23/2015	LIMITED LIABILITY COMPANY: DELAWARE
Flexjet, LLC		12/23/2015	LIMITED LIABILITY COMPANY: DELAWARE
Sentient Jet, LLC		12/23/2015	LIMITED LIABILITY COMPANY: DELAWARE
Sentient Jet Charter, LLC		12/23/2015	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Security Benefit Corporation		
Street Address:	One Security Benefit Place		
City:	Topeka		
State/Country:	KANSAS		
Postal Code:	66636		
Entity Type:	CORPORATION: KANSAS		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	2958316	ONESKY	
Registration Number:	3523330	FLIGHT OPTIONS	
Registration Number:	3282478	JETPASS	
Registration Number:	2805846	SENTIENT	
Registration Number:	4305088	SENTIENT JET	
Registration Number:	4312397	SENTIENT JET	
Registration Number:	2863681	THE SMARTEST WAY TO FLY PRIVATELY	
Registration Number:	2811864	OWN THE EXPERIENCE. NOT THE JET.	
Registration Number:	4695431	SENSIBLE, INTELLIGENT PRIVATE AVIATION	
Registration Number:	2299347	SKYJET	
Registration Number:	2367318	FLEXJET	
Serial Number:	86280544	FRACTIONAL FIRST	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86691970	RED LABEL
Serial Number:	86677164	YOU WON'T JUST BE FLOWN, YOU'LL BE MOVED
Serial Number:	86677158	IMPECCABLE STYLE. UNMATCHED SERVICE. YOU
Serial Number:	86677146	THIS FEELING. NOW AVAILABLE IN AN AIRCRA
Serial Number:	86677125	

CORRESPONDENCE DATA

Fax Number: 2128721002

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: 212-872-8074

Email: swithers@akingump.com, kkoehler@akingump.com

Correspondent Name: Sarah K. Withers

Address Line 1: One Bryant Park

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	694402.0013
NAME OF SUBMITTER:	Kwan Koehler
SIGNATURE:	/Kwan Koehler/
DATE SIGNED:	12/29/2015

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated as of December 23, 2015, is made by the persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of Security Benefit Corporation, as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

WHEREAS, ONE SKY FLIGHT, LLC, a Delaware limited liability company (the “**Borrower**”) and FLIGHT OPTIONS HOLDINGS I, INC., a Delaware corporation (“**Holdings**”), have entered into that certain Credit Agreement dated as of December 23, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with the Lenders from time to time party thereto, and SECURITY BENEFIT CORPORATION, as Administrative Agent (together with any successor administrative agent, in such capacity, the “**Administrative Agent**”) for the Lenders and as Collateral Agent (together with any successor collateral agent appointed pursuant thereto, in such capacity, the “**Collateral Agent**”) for the Secured Parties, and the other parties thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Term Loans by the Lenders under the Credit Agreement, each Grantor has executed and delivered that certain Guarantee and Collateral Agreement dated as of December 23, 2015, among the Borrower, Holdings, the other Grantors, the Administrative Agent and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “**Collateral**”):

(a) all letters patent of the United States and all applications for letters patent of the United States, including those set forth in Schedule A hereto, and all reissues, continuations, divisions, continuations-in-part or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein (the “**Patents**”);

(b) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all renewals thereof, including those set forth in Schedule B hereto, together with all goodwill associated therewith or symbolized thereby (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, 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 such intent-to-use trademark application under applicable federal law) (the "**Trademarks**");

(c) (i) all copyright rights in any work subject to the copyright laws of the United States, whether as author, assignee, transferee or otherwise, (ii) all registrations and applications for registration of any such copyright in the United States, including registrations, supplemental registrations and pending applications for registration in the United States Copyright Office and (iii) any written agreement, now or hereafter in effect, granting any right to any Grantor under any copyright now or hereafter owned by any third party, and all rights of any Grantor under any such agreement (including, without limitation, any such rights that such Grantor has the right to license), including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "**Copyrights**");

(d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

Notwithstanding anything to the contrary, in no event shall clause 1.(c)(iii) above include any license to the extent, but only to the extent, that the granting of a security interest in the rights under the terms of such license result in a breach of the terms of, or constitute a default under, such license (other than to the extent that any such term would be rendered ineffective pursuant to the Uniform Commercial Code or any other applicable law (including the Bankruptcy Code) or principles of equity); *provided*, that immediately upon the ineffectiveness, lapse or termination of any such provision, clause 1.(c)(iii) above shall include all such rights and interests as if such provision had never been in effect.

2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

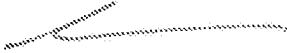
4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart to this IP Security Agreement by facsimile or other electronic transmission (including .pdf or .tif format) shall be as effective as delivery of a manually signed original.

5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

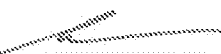
6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


ONE SKY FLIGHT, LLC

By: 
Name: Michael A. Rossi
Title: Chief Financial Officer


FLIGHT OPTIONS, LLC

By: 
Name: Michael A. Rossi
Title: Manager

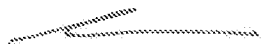
FLEXJET, LLC

By: 
Name: Michael A. Rossi
Title: Manager


SENTIENT JET, LLC

By: 
Name: Michael A. Rossi
Title: Manager

SENTIENT JET CHARTER, LLC

By: 
Name: Michael A. Rossi
Title: Manager

SECURITY BENEFIT CORPORATION,
as Collateral Agent,

By: 
Name: ANTHONY D. MINGOLA
Title: CO

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005698 FRAME: 0596

SCHEDULE A

Patents and Patent Applications

<u>Owner</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Country</u>	<u>Application/ Registration No.</u>
Flexjet, LLC	METHOD AND SYSTEM FOR RESERVING AIR CHARTER AIRCRAFT	October 17, 2006	USA	7124089

SCHEDULE B**Trademarks and Trademark Applications**Registered Trademarks

<u>Name of Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
One Sky Flight, LLC	USA	2958316	05/31/05	08/08/03	One Sky Flight, LLC	ONESKY
Flight Options, LLC	USA	3523330	10/28/08	09/17/07	Flight Options, LLC	FLIGHT OPTIONS
Flight Options, LLC	USA	3282478	08/21/07	07/08/05	Flight Options, LLC	JETPASS
Sentient Jet, LLC	USA	2805846	01/13/04	08/09/02	Sentient Jet, LLC	SENTIENT
Sentient Jet, LLC	USA	4305088	03/19/13	07/25/12	Sentient Jet, LLC	SENTIENT JET
Sentient Jet, LLC	USA	4312397	04/02/13	07/25/12	Sentient Jet, LLC	Sentient jet triangles logo
Sentient Jet, LLC	USA	2863681	07/13/04	11/05/02	Sentient Jet, LLC	THE SMARTEST WAY TO FLY PRIVATELY
Sentient Jet, LLC	USA	2811864	02/03/04	11/13/02	Sentient Jet, LLC	OWN THE EXPERIENCE. NOT THE JET.
Sentient Jet, LLC	USA	4695431	03/03/15	07/14/14	Sentient Jet, LLC	SENSIBLE, INTELLIGENT PRIVATE AVIATION
Sentient Jet	USA	2299347	12/14/99	12/22/1997	Sentient Jet Charter,	SKYJET

Charter, LLC					LLC	
Sentient Jet Charter, LLC	OHIM	004304499	05/04/06	03/22/05	Sentient Jet Charter, LLC	SKYJET
Flexjet, LLC	USA	2367318	01/18/00	06/27/95	Flexjet, LLC	FLEXJET
Flexjet, LLC	OHIM	001157429	12/22/00	04/29/99	Flexjet, LLC	FLEXJET

Unregistered Trademarks

Flexjet, LLC owns common law trademark “Flexjet 25.”

Flight Options, LLC owns the “Flight Options” logo.

One Sky Flight, LLC owns the “One Sky” logo.

Flexjet, LLC and Flight Options, LLC own their respective aircraft livery trade dress.

Pending Trademark Applications

<u>Name of Loan Party</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
Flight Options, LLC	USA	86280544	05/14/14	Flight Options, LLC	FRACTIONAL FIRST
Flexjet, LLC	USA	86691970	07/14/15	Flexjet, LLC	RED LABEL
Flexjet, LLC	USA	86677164	06/29/15	Flexjet, LLC	YOU WON'T JUST BE FLOWN, YOU'LL BE MOVED
Flexjet, LLC	USA	86677158	06/29/15	Flexjet, LLC	IMPECCABLE STYLE, UNMATCHED SERVICE. YOU WON'T JUST BE FLOWN, YOU'LL BE MOVED.

Flexjet, LLC	USA	86677146	06/29/15	Flexjet, LLC	THIS FEELING. NOW AVAILABLE IN AN AIRCRAFT
Flexjet, LLC	USA	86677125	06/29/15	Flexjet, LLC	Elliptical winglet design mark

SCHEDULE C

Copyrights, Copyright Applications and Copyright Licenses

Registered Copyrights

<u>Name of Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Work of Authorship</u>
Flight Options, LLC	USA	VA0001346919	12/06/05	"Flight Options – on a higher plane"
Flight Options, LLC	USA	VA0001406060	12/21/06	Flight Options website

Unregistered Copyrights

Flexjet, LLC owns the unregistered copyright in its website located at the domain www.flexjet.com.

Sentient Jet, LLC owns the unregistered copyright in its website located at the domain www.sentient.com.

Sentient Jet Charter, LLC owns the unregistered copyright in its website located at the domain www.skyjet.com.

One Sky Flight, LLC owns the unregistered copyright in its website located at the domain www.onesky.com.