

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371479

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks (Releases RF 5257-0779)
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GOLDMAN SACHS BDC, INC., AS ADMINISTRATIVE AGENT		02/01/2016	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	IFLY HOLDINGS, LLC
Street Address:	6034 West Courtyard Drive, Suite 135
City:	Austin
State/Country:	TEXAS
Postal Code:	78730
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2265189	SKY VENTURE
Registration Number:	2532612	SKYVENTURE
Registration Number:	3728837	IFLY
Registration Number:	3735041	IFLY
Registration Number:	3914837	IFLY
Registration Number:	3732473	
Registration Number:	3931801	IFLY

CORRESPONDENCE DATA

Fax Number: 7147558290

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: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

OP \$190.00 2265189

ATTORNEY DOCKET NUMBER:	049067-0121
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	02/01/2016
Total Attachments: 4 source=Goldman Sachs - iFly LLC TM Release 1#page1.tif source=Goldman Sachs - iFly LLC TM Release 1#page2.tif source=Goldman Sachs - iFly LLC TM Release 1#page3.tif source=Goldman Sachs - iFly LLC TM Release 1#page4.tif	

**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Termination and Release") dated as of February 1, 2016, from GOLDMAN SACHS BDC, INC., a Delaware corporation, having an address at 1 American Lane, Greenwich, CT 06831, Attention: Jon C. Yoder, in its capacity as Administrative Agent (in such capacity, the "Administrative Agent") to IFLY HOLDINGS, LLC, a Delaware limited liability company (the "Grantor"), having an address at 6034 West Courtyard Drive, Suite 135, Austin, TX 78730, Attention: Alan Metni, Chief Executive Officer.

WITNESSETH:

WHEREAS, pursuant to the Subordinated Second Lien Term Loan Agreement, dated as of April 8, 2014, by and among Administrative Agent, Grantor, the other Loan Parties and the Lenders (as amended, restated and supplemented from time to time, the "Loan Agreement"), Administrative Agent, Grantor and the other parties thereto entered into a Pledge and Security Agreement, dated as of April 8, 2014 (as amended, restated, modified, supplemented and in effect from time to time, the "General Security Agreement");

WHEREAS, pursuant to the General Security Agreement, Grantor and the Administrative Agent entered into a Trademark Security Agreement, dated as of April 8, 2014 (the "Security Agreement"), whereby Grantor granted to Administrative Agent, for the benefit and on behalf of Administrative Agent, Lenders and other holders of any Secured Obligations, a continuing security interest ("Security Interest") in all of the Trademark Collateral (including the Trademarks listed on Schedule 1 attached hereto);

WHEREAS, the Security Agreement was delivered and executed and recorded with United States Patent and Trademark Office on April 10, 2014, at Reel 5257 and Frame 0779; and

WHEREAS, Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, Administrative Agent hereby states as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Loan Agreement, the General Security Agreement and the Security Agreement.
2. Release of Security Interest. The Administrative Agent hereby, without representation, warranty or recourse of any kind, terminates, releases and discharges any and all Security Interest it has in or against the Trademark Collateral (including the items listed on Schedule 1 attached hereto), and any right, title or interest of Administrative Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. Administrative Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents or instruments and to do such other acts as may be reasonably requested by the Grantor to more fully and effectively effect the release of the Security Interest contemplated hereby, at the Grantor's sole expense, and without representation or warranty by the Administrative Agent.

4. Governing Law. This Termination and Release shall be construed in accordance with and governed by the laws of the State of New York, without regard to conflict of laws principles.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

GOLDMAN SACHS BDC, INC.
as Administrative Agent

By: 
Name: Brendan McGovern
Title: Authorized Signatory

Schedule 1

U.S. Trademark Registrations and Applications

Mark	App. No.	App. Date.	Reg. No.	Reg. Date
Skyventure - International Class 041	74/665,675	3/6/1995	2,265,189	7/27/1999
Skyventure - International Class 028	75/706,566	5/14/1999	2,532,612	1/22/2002
IFLY	77/098,330	2/2/2007	3,728,837	12/22/2009
IFLY - Class 035	77/586,040	10/6/2008	3,735,041	1/5/2010
IFLY - Class 028 and 041	77/710,861	4/9/2009	3,914,837	2/1/2011
	77/586,409	10/6/2008	3,732,473	12/29/2009
IFLY - class 009	77/767,132	6/24/2009	3,931,801	3/15/2011