

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371483

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement		
SEQUENCE:	5		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE INTERNATIONAL BODYFLIGHT ASSOCIATION, LLC		02/01/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK N.A., as Administrative Agent		
Street Address:	221 West 6th Street, 2nd Floor		
Internal Address:	Mail Code TX3-8211		
City:	Austin,		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3326403	INTERNATIONAL BODYFLIGHT ASSOCIATION	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	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		
ATTORNEY DOCKET NUMBER:	049067-0121		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	02/01/2016		
Total Attachments: 7			
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**AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT**

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (“Agreement”), dated as of February 1, 2016, is by and among IFLY HOLDINGS LLC (“Borrower”), a Delaware limited liability company, whose address is 6034 West Courtyard Drive, Suite 135, Austin, TX 78730, Attention: Alan Metni, Chief Executive Officer, the other grantors listed on the signature page attached hereto (each such grantor and the Borrower, a “Grantor”) and JPMORGAN CHASE BANK, N.A., a national banking association, whose address is 221 West 6th Street, 2nd Floor, Mail Code TX3-8211, Austin, Texas 78701, Attention: Manager/Commercial Banking Group, in its capacity as Administrative Agent (in such capacity, the “Administrative Agent”), under the Third Amended and Restated Credit Agreement (as amended, restated and supplemented from time to time, the “Credit Agreement”) of even date herewith, by and among Administrative Agent, each Grantor, the other Loan Parties now or hereafter party thereto, and each of the Lenders now or hereafter party thereto (individually, a “Lender” and, collectively, the “Lenders”).

WHEREAS, each Grantor, the other Loan Parties, Administrative Agent and Lenders have entered into the Credit Agreement;

WHEREAS, each Grantor, the other Loan Parties which are domestic Subsidiaries of the Borrower and Administrative Agent have entered into a Third Amended and Restated Pledge and Security Agreement of even date herewith (said Third Amended and Restated Pledge and Security Agreement, as the same may be hereafter amended, restated, modified, supplemented and in effect from time to time, is herein called the “General Security Agreement”), which sets forth in more detail certain terms and conditions relating to the matters agreed to herein; and

WHEREAS, the Credit Agreement contemplates the execution of this Agreement by the parties hereto and the recordation of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest. Each Grantor does hereby grant to Administrative Agent, for the benefit and on behalf of Administrative Agent, Lenders and other holders of any Secured Obligations, a continuing security interest in all of the following (all of the following being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter arising or acquired, to secure the payment of the Secured Obligations:

(a) all of Grantor’s right, title, and interest in and to the following (collectively the “Trademarks”): (i) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including, without limitation, each Trademark listed on Schedule 1 attached hereto; (ii) all licenses of the foregoing, whether as licensee or licensor; (iii) all renewals of the foregoing; (iv) all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past,

present and future infringements thereof; (v) all rights to sue for past, present, and future infringements of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (vi) all rights corresponding to any of the foregoing throughout the world; and

(b) all substitutions for and improvements, products and proceeds of, and all renewals and replacements of, any of the foregoing, and all general intangibles relating to or arising in connection with any of the foregoing.

2. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, 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.

3. Miscellaneous. This security interest is granted in conjunction with the Liens granted to Administrative Agent, for the benefit and on behalf of Administrative Agent, Lenders and any other holders of any Secured Obligations, pursuant to the General Security Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the General Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the General Security Agreement, the Credit Agreement and the other Loan Documents. The attached Schedule 1 is incorporated herein by reference for all purposes. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Credit Agreement. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS AND OTHER APPLICABLE LAWS OF THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION, THE UNITED STATES TRADEMARK LAWS.** This Agreement shall be binding upon each Grantor, and the trustees, receivers, successors and assigns of each Grantor, including all successors in interest of each Grantor in and to all or any part of the Trademark Collateral, and shall benefit Administrative Agent and its successors and assigns. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. The section headings appearing in

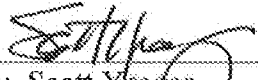
this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement.

[Signature Page(s) to Follow]

IN WITNESS WHEREOF, each of the undersigned Grantors and Administrative Agent have caused this Agreement to be duly executed by their respective officers thereunto as of the effective date first set forth above.

“Grantor”

iFLY HOLDINGS LLC, a Delaware limited liability company

By 
Name: Scott Yeager
Title: Chief Financial Officer

THE INTERNATIONAL BODYFLIGHT
ASSOCIATION, LLC, a Delaware limited liability
company

By 
Name: Scott Yeager
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005721 FRAME: 0438

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: MV Burnett
Name: Melissa Burnett
Title: Senior Commercial Banker

**SCHEDULE 1 to
Trademark Security Agreement**

U.S. Trademark Registrations and Applications

APP NO.	Record owner	MARK	STATUS
74/665,675	IFLY Holdings LLC	SKY VENTURE	Registered – No. 2,265,189; 7/27/1999
75/706,566	IFLY Holdings LLC	SKYVENTURE	Registered – No. 2,532,612; 1/22/2002
77/098,330	IFLY Holdings LLC	IFLY	Registered – No. 3,728,837; 12/22/2009
77/586,040	IFLY Holdings LLC	IFLY	Registered – No. 3,735,041
77/710,861	IFLY Holdings LLC	IFLY	Registered – No. 3,914,837
86/758,350	IFLY Holdings LLC	IFLY	Pending – filed 9/16/2015
86/779,153	IFLY Holdings LLC	IFLY	Pending (Intent to Use)– filed 10/6/2015
77/586,409	IFLY Holdings LLC		Registered – No. 3,732,473; 12/29/2009
86/379,125	IFLY Holdings LLC		Registered – No. 4,726,954; 4/28/2015
86/758,345	IFLY Holdings LLC		Pending – filed 09/16/2015
77/767,132	IFLY Holdings LLC	IFLY – class 009	Registered – No. 3,931,801; 3/15/2011
78/665,625	The International Bodyflight Association, LLC	International Bodyflight Association	Registered – No. 3,326,403