

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396063

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crystal Financial LLC, as Collateral Agent		08/23/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Silver Airways Corp.		
Street Address:	1100 Lee Wagener Blvd., Ste 200		
City:	Ft. Lauderdale		
State/Country:	FLORIDA		
Postal Code:	33315		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4452646	SILVER AIRWAYS	
Registration Number:	4776290	SILVER AIRWAYS	
Registration Number:	4776291	SILVER AIRWAYS	
Registration Number:	4776292		
Registration Number:	4776293	WWW.SILVERAIRWAYS.COM	
Registration Number:	4780934	SILVER AIRWAYS	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	31528/12		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		

CH \$165.00 4452646

DATE SIGNED:	08/23/2016
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Total Attachments: 4

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RELEASE OF SECURITY AGREEMENT (TRADEMARKS)

THIS RELEASE OF SECURITY AGREEMENT (TRADEMARKS) dated as of August 23, 2016 (this "Release") is made by CRYSTAL FINANCIAL LLC, a Delaware limited liability company, acting in its capacity as collateral agent for certain Lenders (as defined in the Credit Agreement referred to below) (in such capacity, the "Collateral Agent"), with respect to (i) that certain Security Agreement (Trademarks), dated as of December 18, 2013 by and among SILVER AIRWAYS CORP., a Delaware corporation with an address of 1100 Lee Wagener Blvd., Suite 200, Ft. Lauderdale, FL 33315 (the "Grantor") and the Collateral Agent (as amended, restated, supplemented or modified and in effect from time to time, the "2013 Trademark Security Agreement"), and (ii) that certain Security Agreement (Trademarks), dated as of September 18, 2015 by and among the Grantor and the Collateral Agent (as amended, restated, supplemented or modified and in effect from time to time, the "2015 Trademark Security Agreement" and together with the 2013 Trademark Security Agreement, the "Trademark Security Agreements"). Except as otherwise provided herein, capitalized terms used herein but not otherwise defined have the meanings set forth (or incorporated) in the Trademark Security Agreements and/or the Security Agreement referred to below, as applicable.

WHEREAS, the Grantor, the Lenders, the Collateral Agent, and GB Credit Partners, LLC, in its capacity as administrative agent for the Lenders, are parties to that certain Credit Agreement dated as of December 17, 2013 (as amended, restated, supplemented or modified from time to time, including by that certain Amended Restated Credit Agreement dated as of September 18, 2015, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantor and the other Pledgors named therein entered into a Pledge and Security Agreement dated as of December 17, 2013 (as amended, restated, supplemented or modified from time to time, including by that certain Omnibus Ratification and Reaffirmation Agreement and Second Amendment to Pledge and Security Agreement dated as of September 18, 2015, the "Security Agreement") in favor of the Collateral Agent for the benefit of the Secured Parties;

WHEREAS, in connection with the Security Agreement, Grantor and the Collateral Agent entered into the Trademark Security Agreements, pursuant to which the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a Lien upon and security interest in, all of Grantor's right, title and interest in and to certain Trademarks and Trademark Collateral, including the Trademarks set forth on the attached Schedule I;

WHEREAS, the 2013 Trademark Security Agreement was recorded in the records of the United States Patent and Trademark Office on December 18, 2013 at reel 5178, frame 0297;

WHEREAS, the 2015 Trademark Security Agreement was recorded in the records of the United States Patent and Trademark Office on September 21, 2015 at reel 5627 and frame 0748;

WHEREAS, the Collateral Agent has agreed to terminate and release its security interest in the Trademarks and the Trademark Collateral; and

WHEREAS, Grantor has requested and the Collateral Agent has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademarks and the Trademark Collateral, this Release.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

1. The Collateral Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate, cancel, release and discharge all of its Liens and security interests in the Trademarks, including without limitation (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, internet domain names, or other source or business identifiers or designs of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing, and the Trademark Collateral, including, without limitation, the Trademarks set forth on the attached Schedule I, whether granted pursuant to the Trademark Security Agreements, the Security Agreement, or any other agreement or document delivered in connection with the Credit Agreement, and all rights to sue at law or in equity for any infringement or other impairment of the Trademarks, including the right to receive all proceeds and damages therefrom, and all Proceeds of any and all of the foregoing, and (b) reassign, grant and convey to the Grantor, all of the Collateral Agent's right, title, and interest (if any) in and to the Trademarks and the Trademark Collateral.

2. The Collateral Agent agrees, at the expense of the Grantor, to cooperate with the Grantor and to provide the Grantor with any information and additional authorization reasonably required to effect the release of the Collateral Agent's Liens and security interests in the Trademarks and the Trademark Collateral.

3. This Release shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, the undersigned has caused this Release of Security Agreement (Trademarks) to be executed and delivered by its duly authorized officer as of the date first set forth above.

COLLATERAL AGENT:

CRYSTAL FINANCIAL LLC

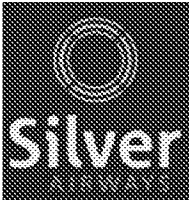

By: 

Name:

Title:

Evren Ozargun
Managing Director

SCHEDULE I
to
RELEASE OF SECURITY AGREEMENT (TRADEMARKS)

Trademark	Reg. No./Appl. No.	Issue Date
SILVER AIRWAYS	4,452,646	December 17, 2013
	4,776,290	July 21, 2015
	4,776,291	July 21, 2015
	4,776,292	July 21, 2015
www.silverairways.com	4,776,293	July 21, 2015
	4,780,934	July 28, 2015