

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409158

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TCF NATIONAL BANK		12/12/2016	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	MONROE CAPITAL PARTNERS FUND LP		
Street Address:	311 South Wacker Drive		
Internal Address:	Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4474398	ASCENT AVIATION SERVICES	
Registration Number:	4474399	A ASCENT AVIATION SERVICES	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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:	312-609-7798		
Email:	ablekhman@vedderprice.com		
Correspondent Name:	Aida Blekhman		
Address Line 1:	222 N. LaSalle Street		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	36942.02.0001		
NAME OF SUBMITTER:	Aida Blekhman		
SIGNATURE:	/AIDA BLEKHMAN/		
DATE SIGNED:	12/15/2016		
Total Attachments: 4			
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ASSIGNMENT AND ASSUMPTION AGREEMENT (TRADEMARKS)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (TRADEMARKS) (this "Agreement") is made and entered into as of December 12, 2016 ("Effective Date"), between TCF National Bank ("Assignor"), and Monroe Capital Partners Fund LP, a Delaware limited partnership ("Assignee").

RECITALS:

A. Assignor, LVC Ascent Investments, LLC, a Delaware limited liability company ("Holdings"), and Ascent Aviation Services Corp., a Delaware corporation ("Borrower"; Holdings and Borrower are referred to herein, collectively, as "Obligors" and, individually, as an "Obligor"), are parties to a certain Patent, Copyright, License and Trademark Security Agreement dated as of October 10, 2013 (the "IP Security Agreement") which has been recorded in the U.S. Trademark Office at Reel/Frame 5133/0585 against the trademarks listed in Schedule A (the "Trademarks").

B. The IP Security Agreement grants a security interest in the Trademarks as part of the transaction governed by certain Loan Documents as that term is defined in that certain Purchase and Assumption Agreement dated as of the Effective Date between Assignor and Assignee (the "Purchase Agreement"; capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement).

C. Pursuant to the Purchase Agreement, Assignee is purchasing from Assignor certain of Assignor's rights and obligations under the Loan Documents, including Assignor's rights in the security interest granted by the IP Security Agreement.

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements contained herein and other valuable consideration recited in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, mutually agree as follows:

1. Subject to and in accordance with the terms and conditions of the Purchase Agreement, Assignor hereby sells, assigns, transfers and conveys to Assignee on the Effective Date, and Buyer hereby purchases, accepts and assumes on the Effective Date, all rights, claims, title and interests in and to the IP Security Agreement and the security interest granted in the Trademarks thereunder.

2. This Agreement has been entered into in conjunction with the provisions of the Purchase Agreement, the terms and provisions of which are incorporated herein by reference. This Agreement does not (a) convey any rights of Assignor other than those required to be transferred under the Purchase Agreement, or (b) create any obligations for Assignor in addition to those provided under the Purchase Agreement. In the event that any provisions of this Agreement are in conflict with the Purchase Agreement, the provisions of the Purchase Agreement shall govern.

3. THIS AGREEMENT SHALL BE GOVERNED THE INTERNAL LAWS OF THE STATE OF ILLINOIS (WITHOUT REGARD TO ANY CONFLICTS OF LAW PROVISION THEREOF THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION).

4. This Agreement shall become binding when one or more counterparts taken together shall have been executed and delivered by each of the parties. This Agreement may be executed and accepted in any number of counterparts, each of which shall be an original with the same effect as if the signatures were on the same instrument. The delivery of a copy of an executed counterpart of a signature page to this Agreement by telecopier or other electronic means (including by email) shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, this Assignment and Assumption Agreement (Trademarks) has been duly executed as of the day and year first above written.

ASSIGNEE:

MONROE CAPITAL PARTNERS FUND LP

By: MONROE CAPITAL PARTNERS FUND LLC,
its general partner

By: _____

Name: Nathan Harrell

Title: Director

ASSIGNOR:

TCF NATIONAL BANK

By: _____

Name: Scott Nielsen

Title: Vice President

IN WITNESS WHEREOF, this Assignment and Assumption Agreement (Trademarks) has been duly executed as of the day and year first above written.

ASSIGNEE:

MONROE CAPITAL PARTNERS FUND LP

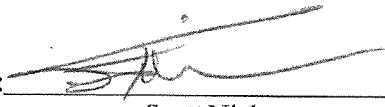
By: MONROE CAPITAL PARTNERS FUND LLC,
its general partner

By: _____

Name: Nathan Harrell
Title: Director

ASSIGNOR:

TCF NATIONAL BANK

By:  _____

Name: Scott Nielsen
Title: Vice President

SCHEDULE A

TRADEMARKS

<u>Owner/Applicant</u>	<u>USPTO Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>
Borrower	"Ascent Aviation Services"	85947607	May 31, 2013
Borrower	"Ascent Aviation Services Logo"	85947636	May 31, 2013

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