

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410834

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent		12/22/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Scheduled Airlines Traffic Offices, Inc.		
Street Address:	4300 Wilson Blvd.		
Internal Address:	Suite 500		
City:	Arlington		
State/Country:	VIRGINIA		
Postal Code:	22203		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2165033	NAVIGATOR	
Registration Number:	2048093	NAVIGATOR	
Registration Number:	1766258	SATO TRAVEL	
Registration Number:	1798106	SATOSTATS	
Registration Number:	2690293	SATOTRAVEL	
Registration Number:	1766257	SATO	
CORRESPONDENCE DATA			
Fax Number:	6465613106		
<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:	2125088806		
Email:	mia.white@freshfields.com		
Correspondent Name:	MIA M WHITE		
Address Line 1:	601 LEXINGTON AVE		
Address Line 2:	FL 31		
Address Line 4:	NEW YORK, NEW YORK 10022		
NAME OF SUBMITTER:	Mia M. White		
SIGNATURE:	/MMW/		

OP \$165.00 2165033

DATE SIGNED:	01/03/2017
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Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "*Release*") is made and effective as of December 22, 2016 by Bank of America, N.A., (the "*Administrative Agent*"), acting as collateral agent hereunder for certain secured parties (the "*Secured Parties*"), in favor of and Scheduled Airlines Traffic Offices, Inc. (the "*Grantor*") and its successors, assigns and legal representatives.

WITNESSETH:

WHEREAS, pursuant to that certain Notice of Grant of Security Interest in Trademarks by and between the Grantor and the Administrative Agent dated as of August 29, 2005 (the "*Trademark Security Agreement*"), the Grantor pledged and granted to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all the right, title and interest of the Grantor, in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on Reel 3186, Frame 0782 on November 3, 2005; and

WHEREAS, the Grantor has requested the Administrative Agent to enter into this Release in order to effectuate, evidence and record the release and reassign to the Grantor any and all right, title and interest the Administrative Agent may have in the Trademark Collateral pursuant to the Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Administrative Agent hereby states as follows:

SECTION 1. Release of Security Interest

The Administrative Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all security interests in any and all right, title and interest of the Grantor, and hereby reassigns to the Grantor, any and all of its right, title and interest that it may have, if any, in and to:

- a. the trademarks, service mark registrations, service mark applications and other designations of source, including the trademark registrations and applications listed on Schedule I attached hereto, together with the goodwill connected with the use thereof and symbolized thereby, and, all extensions and renewals thereof (collectively, the "*Trademarks*");
- b. all rights of any kind whatsoever of the Grantor accruing under the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- c. any and all license and other agreements in which the Grantor has granted or is granted a license or other right to use any Trademarks; and

- d. any and all other rights, royalties, claims or proceeds with respect to or arising from any and all of the foregoing,

(collectively, the "*Trademark Collateral*").

SECTION 2. Recordation

The Administrative Agent authorizes the Grantor, or the Grantor's authorized representative, to record this Release with the United States Patent and Trademark Office.

SECTION 3. Further Assurances

The Administrative Agent agrees to take all further actions, and provide the Grantor all such cooperation and assistance, including without limitation, to duly execute and deliver to the Grantor any further documents and to do such other acts that the Grantor (or their agents or designees) reasonably requests, at the Grantor's sole cost and expense, in order to confirm, effectuate or record this Release and the Grantor's right, title and interest in the Trademark Collateral.

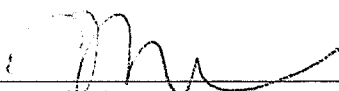
SECTION 4. Governing Law

This Release shall be construed in accordance with the governing law set forth in the Security Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed by its duly authorized officer as of the day and year first above written.

Bank of America, N.A., as Administrative
Agent

By  _____
Name Judy D. Payne
Title Vice President

RE: Navigant deal related to Trademark security
interest of Scheduled Airlines Traffic Office Inc.
as referenced in "Schedule I-Trademarks"
attached hereto.

Schedule I—Trademarks

Description of Trademark	Registration Number	Registration Date	Jurisdiction
NAVIGATOR and Design	2165033	06/16/98	US
NAVIGATOR	2048093	03/25/97	US
SATO TRAVEL	1766258	04/20/93	US
SATOSTATS	1798106	10/12/93	US
SATOTRAVEL	2690293	02/25/2003	US
SATO	1766257	04/20/1993	US