

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411007

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
iJet International, Inc.		01/03/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Crestline Direct Finance, L.P.		
Street Address:	201 Main Street, Suite 1900		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5005030	WORLDUCUE COMPANION	
Registration Number:	2525932	IJET	
Registration Number:	2527549	WORLDUCUE	
Registration Number:	2541381	TRAVEL INTELLIGENCE	
Registration Number:	2734127	WORLDUCUETRACKER	
Registration Number:	4984219	CRITICAL MONITOR	
Registration Number:	4974061	CRITICAL TRAC	
Registration Number:	4041175	WORLDWARE	
Serial Number:	87028476	TRM3	
CORRESPONDENCE DATA			
Fax Number:	2147581550		
<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:	214.758.1551		
Email:	phxip@squirepb.com		
Correspondent Name:	Squire Patton Boggs (US) LLP		
Address Line 1:	2000 McKinney Avenue, Suite 1700		
Address Line 4:	Fort Worth, TEXAS 75201		
NAME OF SUBMITTER:	Cammie R. Teems		

CH \$240.00 5005030

SIGNATURE:	/Cammie R. Teems/
DATE SIGNED:	01/04/2017
Total Attachments: 13 source=[iJet] Intellectual Property Security Agreement#page1.tif source=[iJet] Intellectual Property Security Agreement#page2.tif source=[iJet] Intellectual Property Security Agreement#page3.tif source=[iJet] Intellectual Property Security Agreement#page4.tif source=[iJet] Intellectual Property Security Agreement#page5.tif source=[iJet] Intellectual Property Security Agreement#page6.tif source=[iJet] Intellectual Property Security Agreement#page7.tif source=[iJet] Intellectual Property Security Agreement#page8.tif source=[iJet] Intellectual Property Security Agreement#page9.tif source=[iJet] Intellectual Property Security Agreement#page10.tif source=[iJet] Intellectual Property Security Agreement#page11.tif source=[iJet] Intellectual Property Security Agreement#page12.tif source=[iJet] Intellectual Property Security Agreement#page13.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**IP Security Agreement**”) is made and effective as of January 3, 2017, by **iJET INTERNATIONAL, INC.**, a Delaware corporation (the “**Grantor**”), in favor of **CRESTLINE DIRECT FINANCE, L.P.**, as Collateral Agent (“**Agent**”). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement (defined below).

RECITALS

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of the date hereof, by and among the Grantor, iJET Partnership Holdings, LLC, iJET International Holdings, LLC, certain Subsidiaries of Grantor party thereto from time to time, the Lenders party thereto from time to time and Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), the Lenders have agreed, subject to the terms and conditions set forth therein, to make extensions of credit to Company (the “**Loans**”); and

WHEREAS, it is a condition precedent to the obligation of Agent and the Lenders to execute and perform under the Credit Agreement that the Grantor shall have executed and delivered this IP Security Agreement to Agent, for the ratable benefit of the Secured Parties;

NOW, THEREFORE, in consideration of the willingness of Agent and the Lenders to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Security Interest.** To secure the prompt and complete payment and performance in full of the Obligations under the Credit Documents of the Grantor when the same shall become due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), the Grantor hereby grants to Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the right, title and interest of the Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired (the “**IP Collateral**”):

(a) The U.S. and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the “**Copyrights**”);

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the “**Patents**”);

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the “**Trademarks**”);

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the “**Domain Names**”);

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. The Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Agent and the Lenders in the IP Collateral.

3. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to the Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations secured hereby unconditionally and (b) the termination of the Credit Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, Agent (at the Grantor’s request and sole expense) will promptly execute and deliver to the Grantor (with such customary representations and warranties from a secured lender releasing its lien as the Grantor may reasonably request) such documents as the Grantor may reasonably request and as are provided to Agent to evidence such termination.

4. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Agent, for the ratable benefit of the Secured Parties, under the Pledge and Security Agreement. The rights and remedies of the Grantor and Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Pledge and Security Agreement, all terms and provisions of which are hereby incorporated herein by reference. If any provisions of this IP Security Agreement are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

(b) This IP Security Agreement may be executed in any number of

counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this IP Security Agreement by facsimile or other electronic transmission shall be effective as delivery of an original manually executed counterpart of this IP Security Agreement.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this IP Security Agreement as of the date first written above.

GRANTOR:

iJET INTERNATIONAL, INC.

By:  _____

Name: Michael Briskey

Title: Chief Financial Officer

SCHEDULE A

COPYRIGHT COLLATERAL

Registered Copyrights:

NONE.

Pending Copyright Applications:

NONE.

SCHEDULE B

PATENT COLLATERAL

Registered Patents:

Owner	Title	Country	App. No. / Patent No.	App. Date / Grant Date
iJet International, Inc.	DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	U.S.	29/449,301/D717822	11/18/2014
iJet International, Inc.	DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	U.S.	29/449,308/D717823	11/18/2014
iJet International, Inc.	DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	U.S.	29/449,286/D725138	03/24/2015
iJet International, Inc.	TRAVEL INFORMATION METHOD AND ASSOCIATED SYSTEM	U.S.	09/619,245/6842737	01/11/2005
iJet International, Inc.	GLOBAL ASSET RISK MANAGEMENT SYSTEMS AND METHODS	U.S.	11/881,566/7590548	09/15/2009
iJet International, Inc.	GLOBAL ASSET RISK MANAGEMENT SYSTEMS AND METHODS	U.S.	12/506,226/8249886	08/21/2012
iJet International, Inc.	SYSTEM FOR MANAGING RISK IN EMPLOYEE TRAVEL	U.S.	13/337,008/8667602	03/04/2014
iJet International, Inc.	SYSTEMS AND METHODS FOR ASSETS, PERSONNEL, AND TRAVEL	U.S.	13/215,359/8775195	07/08/2014

Owner	Title	Country	App. No. / Patent No.	App. Date / Grant Date
	INFORMATION AND RISK MANAGEMENT			
iJet International, Inc.	SYSTEMS AND METHODS FOR TRAVEL, ASSET, AND PERSONNEL INFORMATION AND RISK MANAGEMENT	U.S.	12/827,799/8805698	08/12/2014
iJet International, Inc.	SYSTEM FOR MANAGING RISK IN EMPLOYEE TRAVEL	U.S.	13/337,005/8903870	12/02/2014
iJet International, Inc.	SYSTEM FOR MANAGING RISK IN EMPLOYEE TRAVEL	U.S.	13/337,007/9313611	04/12/2016
iJet International, Inc. (formerly known as iJet Travel Intelligence, Inc.)	TRAVEL INFORMATION METHOD AND ASSOCIATED SYSTEM	U.S.	10/968,288/7269568	04/12/2005
iJet International, Inc. (formerly known as iJet Travel Intelligence, Inc.)	GLOBAL ASSET RISK MANAGEMENT SYSTEM AND METHODS	U.S.	10/947,435/7343303	03/11/2008
iJet International, Inc. (formerly known as iJet Travel Intelligence, Inc.)	PERSONNEL RISK MANAGEMENT SYSTEM AND METHODS	U.S.	11/067,666/7783500	08/24/2010
iJet International, Inc.	Global Asset Risk Management System and Methods (Asset)	Singapore	SING 200702053.0 (parent) 200906306-6 (divisional)	03/16/2007
iJet International, Inc.	Global Asset Risk Management System and	Singapore	Sing. Pat. No. 188930 (Appl.	03/25/2013

Owner	Title	Country	App. No. / Patent No.	App. Date / Grant Date
	Methods (Asset)		201302181-1)	

Pending Patent Applications:

Owner	Title	Country	App. No. / Patent No.	App. Date / Grant Date
iJet International, Inc.	SYSTEM FOR MANAGING RISK IN EMPLOYEE TRAVEL	U.S.	13/337,001	12/23/2011
iJet International, Inc.	SYSTEM FOR MANAGING RISK IN EMPLOYEE TRAVEL	U.S.	14/531,822	11/03/2014
iJet International, Inc.	Global Asset Risk Management System and Methods (Asset)	Singapore	Sing. Pat. Appl. No. 10201608941R	10/25/2016

SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks:

Owner	Mark	Country	Serial No./Reg. No.	App. Date/Reg. Date
iJET International, Inc.	WORLD CUE COMPANION	U.S.	5005030	07/19/2016
iJET International, Inc.	iJET	U.S.	2525932	01/01/2002
iJET International, Inc.	WORLD CUE	U.S.	2527549	01/08/2002
iJET International, Inc.	TRAVEL INTELLIGENCE	U.S.	2541381	02/19/2002
iJET International, Inc.	WORLD CUE TRACKER	U.S.	2734127	07/08/2003
iJET International, Inc.	CRITICAL MONITOR	U.S.	4984219	06/21/2016
iJET International, Inc.	CRITICAL TRAC	U.S.	4974061	06/07/2016
iJET International, Inc. (as successor by assignment from Aon Corporation)	WORLD AWARE	U.S.	4041175	10/18/2011
iJET International,	WORLD AWARE	Australia	1442019	08/09/2011

Owner	Mark	Country	Serial No./Reg. No.	App. Date/Reg. Date
Inc. (as successor by assignment from Aon Corporation)				
iJET International, Inc. (as successor by assignment from Aon Limited)	WORLDAWARE	E.U.	009739038	08/23/2011

Pending Trademark Applications:

Owner	Mark	Country	Serial No./Reg. No.	App. Date/Reg. Date
iJET International, Inc.	TRM3	U.S.	87/028476	05/06/2016

SCHEDULE D
DOMAIN NAMES

Domain Name	Account Holder	Country	Expiration Date
allsecureplanner.com	iJET International, Inc.	US	6/17/2017
allsecureprogram.com	iJET International, Inc.	US	6/17/2017
allsecureprogram.com	iJET International, Inc.	US	6/17/2017
allsecuretraveler.com	iJET International, Inc.	US	6/17/2017
allsecuretraveler.com	iJET International, Inc.	US	6/17/2017
business-resiliency.com	iJET International, Inc.	US	4/9/2017
business-resiliency.info	iJET International, Inc.	US	4/8/2017
business-resiliency.net	iJET International, Inc.	US	4/9/2017
crc-dashboard.com	iJET International, Inc.	US	11/5/2016
globalterrorism.net	iJET International, Inc.	US	3/19/2017
ijet.com	iJET International, Inc.	US	9/8/2017
ijet24.com	iJET International, Inc.	US	1/14/2017
ijetcorp.com	iJET International, Inc.	US	5/11/2017
ijetdashboard.com	iJET International, Inc.	US	8/19/2018
ijetinternational.com	iJET International, Inc.	US	2/24/2017
ijetinternational.net	iJET International, Inc.	US	2/24/2017
ijetlabs.com	iJET International, Inc.	US	8/6/2017
ijetmail.com	iJET International, Inc.	US	6/26/2017
ijetstore.com	iJET International, Inc.	US	5/26/2017
ijetu.com	iJET International, Inc.	US	4/5/2017
ijetuniversity.com	iJET International, Inc.	US	7/6/2017
intelligentriskssystems.com	iJET International, Inc.	US	2/24/2017
intelligentriskssystems.net	iJET International, Inc.	US	2/24/2017
marshpandemicmonitor.com	iJET International, Inc.	US	2/7/2017
marssecureglobe.com	iJET International, Inc.	US	6/14/2017
myijet.com	iJET International, Inc.	US	4/20/2017
myworldcue.com	iJET International, Inc.	US	4/20/2017
pandemicweekly.com	iJET International, Inc.	US	2/10/2017
portsecuritymonitor.com	iJET International, Inc.	US	2/21/2017
safehotel.com	iJET International, Inc.	US	1/14/2017
supplychainriskmgmt.com	iJET International, Inc.	US	6/22/2017
supplychainriskmgmt.net	iJET International, Inc.	US	6/22/2017
travelriskcenter.com	iJET International, Inc.	US	1/2/2017
wgcc.com	iJET International, Inc.	US	7/12/2017
wgcc.net	iJET International, Inc.	US	7/12/2017
world-aware.com	iJET International, Inc.	US	11/17/2018
worldawaregeoalert.com	iJET International, Inc.	US	3/6/2021

worldcue.com	iJET International, Inc.	US	4/16/2017
worldcue.mobi	iJET International, Inc.	US	9/6/2017
worldcue.net	iJET International, Inc.	US	12/22/2016
worldcuebrief.com	iJET International, Inc.	US	6/26/2017
worldcuecontrolcenter.com	iJET International, Inc.	US	2/1/2017
worldcuedirect.com	iJET International, Inc.	US	12/27/2016
worldcuegcc.com	iJET International, Inc.	US	7/12/2017
worldcuegcc.net	iJET International, Inc.	US	7/12/2017
worldcueglobalcontrolcenter.com	iJET International, Inc.	US	7/12/2017
worldcueglobalcontrolcenter.net	iJET International, Inc.	US	7/12/2017
worldcuehealth.com	iJET International, Inc.	US	12/16/2016
worldcueplanner.com	iJET International, Inc.	US	6/26/2017
worldcuepro.com	iJET International, Inc.	US	12/27/2016
worldcuesecurity.com	iJET International, Inc.	US	5/4/2017
worldcuetraveler.com	iJET International, Inc.	US	6/26/2017
worldcuetraveller.com	iJET International, Inc.	US	8/19/2017
worldhealthmonitor.com	iJET International, Inc.	US	6/22/2017
worldhealthmonitor.net	iJET International, Inc.	US	6/22/2017
worldpandemicmonitor.com	iJET International, Inc.	US	6/22/2017
worldpandemicmonitor.net	iJET International, Inc.	US	6/22/2017