ETAS ID: TM421891

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JET SUPPORT SERVICES, INC.		03/31/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent
Street Address:	214 North Tryon Street - 27th Floor
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark		
Registration Number:	2764463	JSSI		
Registration Number:	2766937	PROTECTION FROM THE HIGH COST OF MAINTEN		
Registration Number:	2250410	TIP TO TAIL		
Registration Number:	2013978	JSSI		

CORRESPONDENCE DATA

Fax Number:

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.

Email: ssexton@kslaw.com **Correspondent Name:** King & Spalding

Address Line 1: 1180 Peachtree Street NE Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	18876.015108
NAME OF SUBMITTER:	Sally Sexton
SIGNATURE:	/sallysexton/
DATE SIGNED:	03/31/2017

Total Attachments: 5

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> TRADEMARK REEL: 006023 FRAME: 0644

Trademark Security Agreement

Trademark Security Agreement, dated as of March 31, 2017, by JET SUPPORT SERVICES, INC., a Delaware corporation ("Pledgor"), in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH

WHEREAS, the Pledgor is a party to a First Lien Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. <u>Grant of Security Interest in Trademark Collateral</u>. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Assets).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. <u>Termination</u>. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

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SECTION 5. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

TRADEMARK REEL: 006023 FRAME: 0646 IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above,

JET SUPPORT SERVICES, INC., a Delaware Corporation

By: Name: Kenneth J. Goodman
Title: Chief Financial Officer

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,

as Collateral Agent

By: Name:

Title; omes A. Honley

Vice Precident

TRADEMARK REEL: 006023 FRAME: 0648

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Trademark	Registration Number	Registration Date	Jurisdiction	Owner
JSSI	2764463	9/16/03		Jet Support Services, Inc.
PROTECTION FROM THE HIGH COST OF MAINTENANCE.	2766937	9/23/03	U.S.	Jet Support Services, Inc.
TIP TO TAIL	2250410	6/1/99	U.S.	Jet Support Services, Inc.
JSSI	2013978	11/5/96	U.S.	Jet Support Services, Inc.

Trademark Applications:

RECORDED: 03/31/2017

None.

TRADEMARK REEL: 006023 FRAME: 0649