

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427426

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OAG Aviation Worldwide LLC		05/12/2017	Corporation:
RECEIVING PARTY DATA			
Name:	U.S. BANK TRUSTEES LIMITED		
Street Address:	5th Floor, 125 Old Broad Street		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2N 1AR		
Entity Type:	Corporation: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2367371	FLIGHTVIEW	
CORRESPONDENCE DATA			
Fax Number:	7194485922		
<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:	719-448-5947		
Email:	julie.lange@hoganlovells.com		
Correspondent Name:	Hogan Lovells US LLP		
Address Line 1:	2 North Cascade Avenue, Suite 1300		
Address Line 4:	Colorado Springs, COLORADO 80903		
NAME OF SUBMITTER:	Grant D. Munyon		
SIGNATURE:	/Grant D. Munyon/		
DATE SIGNED:	05/12/2017		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 12, 2017, by the Grantors listed on the signature pages hereof (collectively, jointly and severally, "**Grantors**" and each individually "**Grantor**"), in favor of **U.S. BANK TRUSTEES LIMITED**, in its capacity as security agent for the benefit of the Beneficiaries (as defined in the Security Agreement (as hereinafter defined)), as secured party (in such capacity and together with any successors in such capacity, the "**Security Agent**").

RECITALS

The Parent, the Company, the Original Borrower, the Original Guarantors, the Security Agent, each of the Senior Finance Parties and others have entered into that certain Senior Facilities Agreement dated February 10, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Facilities Agreement**").

Each Grantor has, pursuant to the Facilities Agreement, irrevocably and unconditionally guaranteed the payment and performance of the Secured Sums (as defined in the Security Agreement).

It is a condition to (i) the obligations of the Lenders and the Issuing Bank to make loans and issue letters of credit, respectively, under the Facilities Agreement, and (ii) the performance of the obligations of the Hedge Counterparties under the Hedging Agreements that each Grantor execute and deliver the Finance Documents, including that certain Security Agreement, dated May 12, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among the Grantors, the other Grantors named therein from time to time, and the Security Agent.

Pursuant to the Security Agreement, the Grantors are required to execute and deliver to the Security Agent, for itself and for the Beneficiaries, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in (or incorporated by reference in) the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the payment and performance in full of all the Secured Sums, whether now existing or arising hereafter, each of the Grantors hereby grants to the Security Agent, on behalf of itself and the Beneficiaries, a continuing security interest in and Lien on all right, title and interest of such Grantor in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"):

- (a) all of the Trademarks and Intellectual Property Licenses of Trademarks to which it is a party, including, but not limited to, those expressly listed on Schedule I attached hereto. For the avoidance of doubt, intent-to-use trademark applications are excluded from the definition of "Trademarks" as used herein;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, the foregoing; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of the foregoing or (ii) injury to the goodwill associated with the foregoing.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Security Agent, on behalf of itself and the Beneficiaries, pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize the Security Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor; provided, however that the Security Agent shall provide Grantors with written notice of any such amendment. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Security Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in counterparts and by different Parties on different counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic mail transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

6. EFFECTIVENESS. This Trademark Security Agreement shall become effective as to each Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Security Agent and a counterpart hereof shall have been executed on behalf of the Security Agent. This Trademark Security Agreement shall remain in full force and effect, subject to release and/or termination as set forth herein or in the other Finance Documents.


7. GOVERNING LAW. This Trademark Security Agreement shall be governed by the laws of the State of New York.

8. CONSTRUCTION This Trademark Security Agreement is a Finance Document.

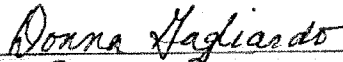
[signature page follows]

IN WITNESS WHEREOF, each of the Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

OAG Aviation Worldwide Limited, a limited liability company incorporated under the laws of England and Wales

By 
Name: MATTHEW PLOSE
Title: DIRECTOR

OAG Aviation Worldwide LLC, a Delaware limited liability company

By 
Name: Donna Gagliardo
Title: Secretary

Signature Page to Trademark Security Agreement

FlightView Inc., a Massachusetts corporation

By  _____

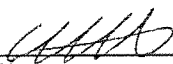
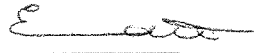
Name: MATTHEW PLOSE

Title: TREASURER

Signature Page to Trademark Security Agreement

ACCEPTED AND ACKNOWLEDGED BY:

U.S. BANK TRUSTEES LIMITED, as
Security Agent

By:  
Name: _____
Title: _____

Hanish Bhatt
Authorised Signatory

Emma White
Authorised Signatory

Signature Page to Trademark Security Agreement

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

OAG Aviation Worldwide LLC

Registered Trade Marks

Country	Trade Mark	Registration Number	Class	Renewal Date
EUTM	FLIGHTVIEW	014960959	42, 45	24/12/2025
US	FLIGHTVIEW	2,367,371	9, 35, 42	18/07/2020

OAG Aviation Worldwide Limited

Registered Trade Marks

Country	Trade Mark	Registration Number	Class	Renewal Date
US	OAG	2,195,067	9	13/10/2018
US	OAG	2,153,807	42	28/04/2018
US	OAG	1,296,130	16	18/09/2024
US	OFFICIAL AIRLINE GUIDE	1,314,556	16	15/01/2025
US	OFFICIAL AIRLINE GUIDES	2,843,093	16	18/05/2024
US	INFORWARDING	3,129,022	39	15/08/2026
US	INFORWARDING	4,458,631	38	31/12/2023
US	MIGO	4,568,725	42	15/07/2024
US	MIGO	4,648,602	9	02/12/2024
US	AFRA	4,465,292	35, 42	14/01/2024

FlightView Inc.¹

Registered Trade Marks

Country	Trade Mark	Application Number	Class	Renewal Date
China	FLIGHTVIEW	19143065	9	N/A
China	FLIGHTVIEW	19143064	35	N/A
China	FLIGHTVIEW	19143315	42	N/A

Trademark Licenses

None.

¹ NTD: These trademarks are in the process of being assigned by FlightView Inc. to OAG Aviation Worldwide LLC.