

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438862

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JETSMARTER INC.		08/10/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Cascade GP, LLC		
Street Address:	233 Wilshire Blvd., Suite 800		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90401		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5012845	JETSMARTER	
Registration Number:	5097525	JET DEALS	
Registration Number:	5097524	JETDEALS	
Registration Number:	5126028	JET SHUTTLE	
Registration Number:	5126027	JETSHUTTLE	
Serial Number:	87216255	WHERE LUXURY MEETS LOGIC	
Registration Number:	4660577	JETSMARTER	
Registration Number:	4660575	JETSMARTER	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<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:	4156932000		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	315770-122		
NAME OF SUBMITTER:	C. Rhem		

CH \$215.00 5012845

SIGNATURE:	/CR/
DATE SIGNED:	08/10/2017
Total Attachments: 5 source=JetSmarter - Trademark IP Agreement#page1.tif source=JetSmarter - Trademark IP Agreement#page2.tif source=JetSmarter - Trademark IP Agreement#page3.tif source=JetSmarter - Trademark IP Agreement#page4.tif source=JetSmarter - Trademark IP Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as it may be amended, restated or otherwise modified from time to time, the "Trademark Security Agreement") is entered into as of August 10, 2017 by and among (i) JetSmarter Inc., a Delaware corporation (the "Company" and "Grantor"), and (ii) Cascade GP, LLC (the "Agent").

WITNESSETH:

WHEREAS, the Grantor, the Purchasers identified therein, the other parties thereto from time to time and the Agent entered into the Note Purchase Agreement, dated as of August 10, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "Note Purchase Agreement"), pursuant to which the Company issued certain secured convertible promissory notes (the "Notes");

WHEREAS, the Grantor and the Agent entered into the Security Agreement, dated as of August 10, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), in order to induce the Purchasers to purchase the Notes and to secure the Secured Obligations; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Agent this Trademark Security Agreement;

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

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in the Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor does hereby unconditionally grant, assign, and pledge to Agent, and agrees to unconditionally grant, assign, and pledge to Agent, for its benefit and the benefit of each of the Noteholders, to secure the Secured Obligations, as applicable, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's entire right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a) all of Grantor's Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License;

(c) all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registration thereof, all records and files relating to Grantor's Trademarks and Trademark Intellectual Property Licenses; and

(d) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License,

including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent or the Noteholders, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for its benefit and the benefit of the Noteholders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of 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.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. 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 Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Note Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

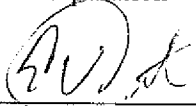
7. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTIONS 8.16, 8.17 AND 8.18 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

JETSMARTER INC.,
a Delaware corporation

By: 
Name: Sergey Petrossov
Title: Chief Executive Officer

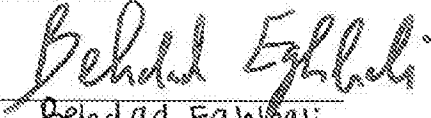
[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 006127 FRAME: 0545

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

CASCADE GP, LLC

By: 
Name: Behdad Eghbali
Title: Co-President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

REGISTERED TRADEMARKS:

The Mark	Registration Number	Jurisdiction	Filing Date	Registration Date	Class	Owner of Record	Present Status
JETSMARSTER	1310393	European Union	09/22/2016	02/24/2017		JetSmarter Inc.	Active
JETSMARSTER	1310393	Russian Federation		05/25/2017	09, 35, 36, 39, 45	JetSmarter Inc.	Active
JETSMARSTER	1437023440	Kingdom of Saudi Arabia		12/23/2016	09	JetSmarter Inc.	Active
JETSMARSTER	1437023441	Kingdom of Saudi Arabia		12/23/2016	35	JetSmarter Inc.	Active
JETSMARSTER	1437023442	Kingdom of Saudi Arabia		12/23/2016	36	JetSmarter Inc.	Active
JETSMARSTER	1437023443	Kingdom of Saudi Arabia		12/23/2016	39	JetSmarter Inc.	Active
JETSMARSTER	1437023445	Kingdom of Saudi Arabia		12/23/2016	45	JetSmarter Inc.	Active
JETSMARSTER	257390	United Arab Emirates		02/23/2017	9	JetSmarter Inc.	Active
JETSMARSTER	257391	United Arab Emirates		02/23/2017	35	JetSmarter Inc.	Active
JETSMARSTER	257392	United Arab Emirates		02/23/2017	36	JetSmarter Inc.	Active
JETSMARSTER	257393	United Arab Emirates		02/23/2017	39	JetSmarter Inc.	Active
JETSMARSTER	257394	United Arab Emirates		02/23/2017	45	JetSmarter Inc.	Active
JETSMARSTER	5,012,845	United States of America		08/02/2016	9	JetSmarter Inc.	Active
JETSMARSTER	1310393	World Intellectual Property Organization		06/20/2016	9, 35, 36, 39, 45	JetSmarter Inc.	Active
JET DEALS	5,097,525	United States of America		12/06/2016	09, 39	JetSmarter Inc.	Active
JETDEALS	5,097,524	United States of America		12/06/2016	39	JetSmarter Inc.	Active
JET SHUTTLE	5,126,028	United States of America		01/17/2017	9, 39	JetSmarter Inc.	Active
JET SHUTTLE	5,126,027	United States of America		01/17/2017	9, 39	JetSmarter Inc.	Active
WHERE LUXURY MEETS LOGIC	87216255	United States of America		03/21/2017	9, 35, 39, 45	JetSmarter Inc.	Active

REGISTERED SERVICE MARKS

The Mark	Registration Number	Jurisdiction	Filing Date	Registration Date	Class	Owner of Record	Present Status
XXXXXXXXXX	4,660,577	United States of America		12/23/2014	35,36,39,45	JetSmarter Inc.	Active
JETSMARTER	4,660,575	United States of America		12/23/2014	35,36,39,45	JetSmarter Inc.	Active