

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464599

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pattonair USA, Inc.		10/31/2017	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Wells Fargo Capital Finance (UK) Limited, as Agent		
Street Address:	90 Long Acre, 4th Floor		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	WC2E 9RA		
Entity Type:	Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3885100	UNISEAL	
Registration Number:	2279133	AB	
CORRESPONDENCE DATA			
Fax Number:	3128637865		
<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:	312-201-3865		
Email:	sharon.patterson@goldbergekohn.com		
Correspondent Name:	Sharon Patterson, Paralegal		
Address Line 1:	Goldberg Kohn Ltd., 55 E. Monroe St.		
Address Line 2:	Ste. 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	4720.048		
NAME OF SUBMITTER:	Sharon Patterson		
SIGNATURE:	/sharon patterson/		
DATE SIGNED:	03/07/2018		
Total Attachments: 6			
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Amended and Restated Trademark Security Agreement") is made this 31st day of October, 2017, by and among the Grantor listed on the signature pages hereof ("Grantor"), and **WELLS FARGO CAPITAL FINANCE (UK) LIMITED** ("Wells Fargo"), in its capacity as agent and security trustee for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Facility Agreement dated as of August 11, 2017 (as amended and restated pursuant to that certain Amendment and Restatement Agreement, dated as of the date hereof, and as such may be further amended, restated, supplemented, or otherwise modified from time to time, the "Facility Agreement") by and among, *inter alios*, Pattonair Group Limited ("Parent"), the affiliates of Parent listed in Part 1 of Schedule 1 of the Facility Agreement as borrowers (the "Borrowers"), the affiliates of Parent listed in Part 2 of Schedule 1 of the Facility Agreement as guarantors, the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Facility Agreement, the other Finance Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Amended and Restated US Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "US Security Agreement"); and

WHEREAS, pursuant to the US Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Amended and Restated 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 US Security Agreement or, if not defined therein, in the Facility Agreement, and this Amended and Restated Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the US Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Amended and Restated Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Intellectual Property Licenses with respect to Trademarks (each, a "Trademark Intellectual Property License") 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; and

(c) 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 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 Amended and Restated 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 Amended and Restated Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, 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 Amended and Restated Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the US 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 US 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 Amended and Restated Trademark Security Agreement and the US Security Agreement, the US Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Amended and Restated Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Amended and Restated 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 Amended and Restated 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 Amended and Restated Trademark Security Agreement is a Finance Document. This Amended and Restated 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 Amended and Restated Trademark Security Agreement. Delivery of an executed counterpart of this Amended and Restated 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 Amended and Restated Trademark Security Agreement. Any party delivering an executed counterpart of this Amended and Restated Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amended and Restated Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amended and Restated Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE US SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

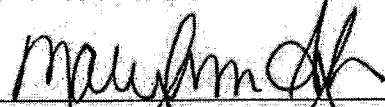
8. AMENDMENT AND RESTATEMENT. This Amended and Restated Trademark Security Agreement amends and restates in its entirety that certain Trademark Security Agreement dated as of August 11, 2017, by Grantor in favor of Agent (the "Original Trademark Security Agreement") and shall not act as a termination, release or novation of the Original Trademark Security Agreement.

[signature page follows]

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

GRANTOR:

PATTONAIR USA, INC.

la By: 
Name: Mary Ann Sigler
Title: Vice President and Treasurer


[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006286 FRAME: 0080

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE (UK)
LIMITED

By: 
Name: N B HOGG
Title: DIRECTOR

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006286 FRAME: 0081

SCHEDULE I
to
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Serial No.	Registration No.	Regis. Date
Pattonair USA, Inc.	United States	UNISEAL	77876763	3885100	12/07/10
Pattonair USA, Inc.	United States	AB	75497271	2279133	09/21/99