

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM485535

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|---|-------------------------------------|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Special Operations Solutions, LLC | | 08/06/2018 | Limited Liability Company: MARYLAND |
| RECEIVING PARTY DATA | | | |
| Name: | Cadence Bank, N.A. | | |
| Street Address: | 2800 Post Oak Blvd. | | |
| Internal Address: | Suite 3800 | | |
| City: | Houston | | |
| State/Country: | TEXAS | | |
| Postal Code: | 77056 | | |
| Entity Type: | National Banking Association: TEXAS | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87556044 | INTELLINEWS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 7136538898 | | |
| Email: | parker.pritchett@tklaw.com | | |
| Correspondent Name: | Virginia Parker Pritchett | | |
| Address Line 1: | 811 Main Street | | |
| Address Line 2: | Suite 2500 | | |
| Address Line 4: | Houston, TEXAS 77002 | | |
| NAME OF SUBMITTER: | Virginia Parker Pritchett | | |
| SIGNATURE: | /s/ Virginia Parker Pritchett | | |
| DATE SIGNED: | 08/09/2018 | | |
| Total Attachments: 5 | | | |
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| source=Collateral Assignment of Trademarks (SOS-Amendment No. 3) [Executed 8-6-18]#page2.tif | | | |
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COLLATERAL ASSIGNMENT OF TRADEMARKS

COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of August 6, 2018 (“Agreement”), between SPECIAL OPERATIONS SOLUTIONS, LLC, a Maryland limited liability company (together with its successors and assigns, the “Assignor”), and CADENCE BANK, N.A., as administrative agent (together with its successors and assigns in such capacity, the “Administrative Agent”), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of May 30, 2018, as amended by Amendment to Credit Agreement, dated June 19, 2018, and Amendment No. 2 to Credit Agreement, dated July 13, 2018, and Amendment No. 3 to Credit Agreement, dated August 6, 2018 (as the same may from time to time be further amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), among (i) TCFI AEVEX LLC (formerly known as TCFI A&D LLC), a Delaware limited liability company (“Intermediate Holdco”), (ii) TCFI MERLIN LLC, a Delaware limited liability company (“TCFI Merlin”), (iii) MERLIN GLOBAL SERVICES, LLC, a Florida limited liability company (“Merlin”), (iv) TCFI CSG LLC, a Delaware limited liability company (“TCFI CSG”), (v) COMPANION SECURITY GROUP, LLC, a North Carolina limited liability company (“CSG”), (vi) TCFI AIRCRAFT LEASE LLC, a Delaware limited liability company (“TCFI Air”), (vii) TCFI AL1 LLC, a Delaware limited liability company (“TCFI AL1”), (viii) TCFI AL2 LLC, a Delaware limited liability company (“TCFI AL2”), (ix) TCFI AL3 LLC, a Delaware limited liability company (“TCFI AL3”), (x) Assignor, (xi) TCFI SOS LLC, a Delaware limited liability company (“TCFI SOS,” and, together with Intermediate Holdco, TCFI Merlin, Merlin, TCFI CSG, CSG, TCFI Air, TCFI AL1, TCFI AL2, TCFI AL3, Assignor and each other Person that becomes a “Borrower” pursuant to Section 6.09 of the Credit Agreement, collectively, the “Borrowers”, and each a “Borrower”), TCFI A&D HOLDINGS LLC, a Delaware limited liability company (the “Parent”), the lenders party thereto (the “Lenders”), and the Administrative Agent.

(2) In connection with the Credit Agreement, the Assignor is a party to a Pledge and Security Agreement, dated as of May 30, 2018 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”), among the Assignor, the Borrowers, the Parent, the other grantors named therein and the Administrative Agent, pursuant to which the Assignor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby pledges, sells, assigns and transfers unto the Administrative Agent, and hereby grants to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in all of the right, title and interest of such Assignor in, to and under all of the following of each Grantor, whether now existing or hereafter from time to time arising or acquired and wherever located ((i)-(iv), collectively the “Trademark Collateral”):

(i) all Trademarks (including those listed on Schedule A hereto); *except* for any Trademarks that would not be included in the Collateral pursuant to Section 2.02 of the Security Agreement;

(ii) all licenses and other agreements relating in whole or in part to any of the Trademarks, including all rights to payments in respect thereof;

(iii) all rights to sue for past, present or future infringements of any of the Trademarks;
and


(vii) all proceeds of the foregoing (i) – (iii).

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Assignor and any other Assignors named therein, as debtors, and the Administrative Agent, as secured party for the benefit of the Secured Creditors. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

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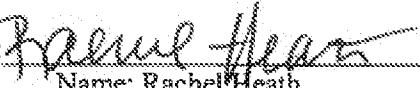
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

SPECIAL OPERATIONS SOLUTIONS, LLC

By: 
Name: Conner Searcy
Title: President

Accepted and acknowledged by:

CADENCE BANK, N.A., as Administrative Agent

By: 
Name: Rachel Heath
Title: Vice President

Schedule A
to Collateral Assignment of
Trademarks

Trademarks

Registration No.

INTELLINEWS

87/556,044