

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486332

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|---|------------------------------|---------------------------------------|-------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| SEQUENCE: | 1 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Hyannis Air Service, Inc. | | 08/15/2018 | Corporation: MASSACHUSETTS |
| RECEIVING PARTY DATA | | | |
| Name: | Customers Bank | | |
| Street Address: | One International Place | | |
| City: | Boston | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 02110 | | |
| Entity Type: | Chartered Bank: PENNSYLVANIA | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3510318 | ACK AIR | |
| Registration Number: | 2550033 | CAPE AIR | |
| Registration Number: | 2561740 | NANTUCKET AIRLINES | |
| Registration Number: | 3730473 | MOCHA HAGOTDI | |
| Registration Number: | 4624812 | IT'S THE LITTLE THINGS THAT MOVE YOU. | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6172484000 | | |
| <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: | 6172485000 | | |
| Email: | tmadmin@choate.com | | |
| Correspondent Name: | Daniel L. Scales | | |
| Address Line 1: | Two International Place | | |
| Address Line 2: | Choate Hall & Stewart LLP | | |
| Address Line 4: | Boston, MASSACHUSETTS 02110 | | |
| ATTORNEY DOCKET NUMBER: | 2011303-0004 | | |
| NAME OF SUBMITTER: | Daniel L. Scales | | |
| SIGNATURE: | /daniel l. scales/ | | |

OP \$140.00 3510318

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|---------------------|------------|
| DATE SIGNED: | 08/16/2018 |
|---------------------|------------|

Total Attachments: 5

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

August 15, 2018


FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, **HYANNIS AIR SERVICE, INC.**, a Massachusetts corporation (the "Grantor"), with a principal place of business located at 660 Barnstable Road, Hyannis, MA 02601, hereby grant to **CUSTOMERS BANK**, a Pennsylvania chartered commercial bank with offices at One International Place, Boston, MA 02110 (in its capacity as lender and together with any successors in such capacities, the "Grantee"), a continuing security interest in (i) all of the Grantor's, as applicable, right, title and interest in, to and under the trademarks, service marks, trade names, business names, trade styles, trade dress, logos, or other source of business identifiers, designs and general intangibles of similar nature, now existing or hereafter adopted or acquired (collectively the "Marks") and all trademark registrations and trademark applications filed with respect thereto filed in the United States Patent and Trademark Office set forth on Schedule A attached hereto, (ii) all rights and privileges arising under applicable law with respect to the Grantor's use of such Marks, (iii) renewals, supplements and extensions thereof, (iv) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (v) rights corresponding thereto throughout the world, (vi) the goodwill of the businesses with which the Marks are associated, (vii) all causes of action and rights to sue, whether arising prior to or after the date hereof, for infringement of any of the Marks or unfair competition regarding the same, and (viii) all proceeds and products of the foregoing (collectively the "Trademark Collateral").

THIS GRANT (this "Grant") is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in that certain Revolving Credit and Security Agreement and Guaranty dated as of the date hereof (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Revolving Credit Agreement") by and among, among others, the Grantor and the Grantee. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Revolving Credit Agreement all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Revolving Credit Agreement, the provisions of the Revolving Credit Agreement shall govern.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has duly executed and delivered this
Grant as of the date above first written.

HYANNIS AIR SERVICE, INC., as
Grantor

By: 
Name: Michael A. Migliore
Title: Chief Financial Officer

CUSTOMERS BANK, as Grantee

By: 

Name: Blake Bamford

Title: Vice President

Schedule A

| <u>Trademark</u> | <u>Registration No.</u> | <u>Registration Date</u> | <u>Status</u> |
|--|-------------------------|--------------------------|---------------|
| ACK Air | 3510318 | 9/30/2008 | LIVE |
| Cape Air | 2550033 | 3/19/2002 | LIVE |
| Nantucket Airlines | 2561740 | 4/16/2002 | LIVE |
| MOCHA HAGoTDI | 3730473 | 12/29/2009 | LIVE |
| It's The Little Things That Move You. | 4624812 | 10/21/2014 | LIVE |

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