

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM492352

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated Patent, Trademark and Copyright Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Airline Tariff Publishing Company		09/07/2018	Corporation: D.C.
Routehappy, Inc.		09/07/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	300 Fifth Avenue		
<b>Internal Address:</b>	The Tower at PNC Plaza		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15222		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2270369	ATPCO	
<b>Registration Number:</b>	2273699	ATPCO	
<b>Registration Number:</b>	5510738	UPA	
<b>Registration Number:</b>	5543401	UTA	
<b>Registration Number:</b>	4246589	ROUTEHAPPY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4125621041		
<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>			
<b>Phone:</b>	412-562-1637		
<b>Email:</b>	vicki.cremonese@bipc.com		
<b>Correspondent Name:</b>	Michael L. Dever		
<b>Address Line 1:</b>	301 Grant Street		
<b>Address Line 2:</b>	20th Floor		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15219		
<b>ATTORNEY DOCKET NUMBER:</b>	0011046-303191		

CH \$140.00 2270369

<b>NAME OF SUBMITTER:</b>	Michael L. Dever
<b>SIGNATURE:</b>	/Michael L. Dever/
<b>DATE SIGNED:</b>	10/02/2018
<b>Total Attachments: 16</b> source=pnc-airline tariff amended security agreement 9.7.18#page1.tif source=pnc-airline tariff amended security agreement 9.7.18#page2.tif source=pnc-airline tariff amended security agreement 9.7.18#page3.tif source=pnc-airline tariff amended security agreement 9.7.18#page4.tif source=pnc-airline tariff amended security agreement 9.7.18#page5.tif source=pnc-airline tariff amended security agreement 9.7.18#page6.tif source=pnc-airline tariff amended security agreement 9.7.18#page7.tif source=pnc-airline tariff amended security agreement 9.7.18#page8.tif source=pnc-airline tariff amended security agreement 9.7.18#page9.tif source=pnc-airline tariff amended security agreement 9.7.18#page10.tif source=pnc-airline tariff amended security agreement 9.7.18#page11.tif source=pnc-airline tariff amended security agreement 9.7.18#page12.tif source=pnc-airline tariff amended security agreement 9.7.18#page13.tif source=pnc-airline tariff amended security agreement 9.7.18#page14.tif source=pnc-airline tariff amended security agreement 9.7.18#page15.tif source=pnc-airline tariff amended security agreement 9.7.18#page16.tif	

## AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as further amended, restated, modified or supplemented from time to time, the "**Agreement**"), dated as of September 7, 2018, is entered into by and among **EACH OF THE PERSONS LISTED ON THE SIGNATURE PAGES HERETO AND EACH OF THE OTHER PERSONS WHICH BECOME PLEDGORS HEREUNDER FROM TIME TO TIME** (each, a "**Pledgor**" and collectively, the "**Pledgors**") and **PNC BANK, NATIONAL ASSOCIATION**, a national banking association as administrative agent for the Lenders (as defined below) (in such capacity the "**Administrative Agent**").

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement (as it may hereafter from time to time be amended, restated, modified or supplemented, the "**Credit Agreement**") dated as of the date hereof, by and among Airline Tariff Publishing Company, a District of Columbia corporation ("**Borrower**"), the Administrative Agent, the Lenders now or hereafter party thereto (the "**Lenders**") and the Guarantors now or hereafter party thereto (the "**Guarantors**"), the Administrative Agent and the Lenders have agreed to make certain loans to the Borrower, and the Pledgors have agreed, among other things, to grant a security interest to the Administrative Agent and the Lenders in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

2. Except as otherwise expressly provided herein, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement and (ii) the rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in the State of New York, as amended from time to time (the "**Code**").

(a) "**Patents, Trademarks and Copyrights**" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by each Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(b) "**Secured Obligations**" shall mean and include the following: (i) all now existing and hereafter arising Indebtedness and the Obligations of each and every Pledgor to the Administrative Agent, any Lender or any Affiliate thereof, any provider of any Lender Provided Interest Rate Hedge or any Other Lender Provided Financial Service Product under the Credit Agreement or any of the other Loan Documents, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of each and every of the Pledgors to the Administrative Agent or any Lender

or any provider of any Lender Provided Interest Rate Hedge or any provider of any Other Lender Provided Financial Service Product, now existing or hereafter incurred under the Credit Agreement, the Notes or any of the other Loan Documents as any of the same or any one or more of them may from time to time be amended, restated, modified, or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to the Pledgors or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any condition to extension of credit is not satisfied); (ii) all reimbursement obligations of each and every of the Pledgors with respect to any one or more Letters of Credit issued by the Issuing Lender, the Administrative Agent or any Lender or any of their respective Affiliates; (iii) all indebtedness, loans, obligations, expenses and liabilities of each and every of the Pledgors to the Administrative Agent or any Lender or any Affiliate thereof of any obligations incurred in connection with any Lender Provided Interest Rate Hedge or any Other Lender Provided Financial Service Product provided by the Administrative Agent or any Lender pursuant to the Credit Agreement; and (iv) any sums advanced by the Administrative Agent or any Lender or which may otherwise become due pursuant to the provisions of the Credit Agreement, the Notes, this Agreement, or any other Loan Documents or pursuant to any other document or instrument at any time delivered to the Administrative Agent or any Lender in connection therewith, including commitment fees or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Loan Document or with respect to any default under any Secured Obligation; notwithstanding the foregoing provisions in this definition, "**Secured Obligations**" shall not include Excluded Hedge Liability or Liabilities.

3. To secure the full payment and performance of all Secured Obligations, each Pledgor hereby grants and conveys a security interest to the Administrative Agent, for itself and for the benefit of the Lenders and their respective affiliates, in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

4. Each Pledgor jointly and severally represents and warrants, and covenants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, except for Permitted Liens, including pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons;

(d) such Pledgor has the corporate, limited liability company or partnership power and authority, as applicable, to enter into this Agreement and perform its terms;

(e) no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights; and

(g) such Pledgor has given, and will continue to give for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 11 hereof.

5. Each of the obligations and additional liabilities of each and every Pledgor under this Agreement are joint and several with the obligations of the other Pledgors, and each Pledgor hereby waives to the fullest extent permitted by Law any defense it may otherwise have to the payment and performance of the Obligations that its liability hereunder is limited and not joint and several. Each Pledgor acknowledges and agrees that the foregoing waiver serves as a material inducement to the agreement of the Administrative Agent and the Lenders to make the Loans, and that the Administrative Agent and the Lenders are relying on such waiver in entering into this Agreement. The undertakings of each Pledgor hereunder secure the obligations of the Borrower and the other Pledgors. The Administrative Agent may, in its sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue any other Pledgor and such an election by the Administrative Agent shall not be a defense to any action the Administrative Agent may elect to take against any Pledgor. The Administrative Agent hereby reserves all rights against each Pledgor.

6. Each Pledgor agrees that, until Payment in Full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without the Administrative Agent's prior written consent which shall not be unreasonably withheld except such Pledgor may license technology in the ordinary course of business without the Administrative Agent's consent to suppliers and customers to facilitate the manufacture and use of such Pledgor's products.

7. If, before Payment In Full, any Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to the Administrative Agent prompt notice thereof in the manner required under the Credit Agreement. Each Pledgor and the Administrative Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

8. Administrative Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by applicable Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, Administrative Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Pledgors, all of which are hereby expressly waived,

and without advertisement, sell at public or private sale or otherwise realize upon, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which any Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (which in the case of attorneys' and broker fees shall be limited to the reasonable out-of-pocket fees and expenses for brokers and one (1) outside counsel to Administrative Agent for the benefit of the Lenders), shall apply the remainder of such proceeds toward the payment of the Secured Obligations as the Administrative Agent, in its sole discretion, shall determine. Any remainder of the proceeds after Payment In Full shall be paid over to Pledgors. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to Pledgors at least thirty (30) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Administrative Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

9. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any officer or agent of the Administrative Agent, as the Administrative Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

10. Upon Payment In Full and expiration or other termination of the Credit Agreement pursuant to its terms, this Agreement shall terminate and the security interests granted hereby shall automatically terminate and all rights in the Patents, Trademarks and Copyrights shall revert to the applicable Pledgor and the Administrative Agent and the Lenders, as applicable, shall execute and deliver to the Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgors full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Administrative Agent or any Lender pursuant hereto.

11. Any and all reasonable and documented out-of-pocket fees, costs and expenses, of whatever kind or nature (which in the case of attorneys' fees shall be limited to the reasonable and documented out-of-pocket attorneys' fees and expenses of one (1) outside counsel of Administrative Agent) incurred in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgors within fifteen (15) days of demand by Administrative Agent, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

12. Each Pledgor shall have the duty to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement or thereafter if

commercially reasonable, as determined by such Pledge in its reasonable discretion, until Payment In Full or other expiration or termination of the Credit Agreement in accordance with its terms, to make application on unpatented but patentable inventions and to preserve and maintain all rights in patent applications and patents of the Patents, including the payment of all maintenance fees (in each case, solely to the extent that it is commercially reasonable in the reasonable judgment of such Pledgor to do so). Any expenses incurred in connection with such an application shall be borne by the Pledgors. Except as permitted in the Credit Agreement, no Pledgor shall abandon any Patent, Trademark or Copyright without the consent of the Administrative Agent, which shall not be unreasonably withheld.

13. Each Pledgor shall have the right, with the consent of the Administrative Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join the Administrative Agent, if necessary, as a party to such suit so long as the Administrative Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including reasonable out-of-pocket legal fees of one (1) outside counsel, incurred by the Administrative Agent as a result of such suit or joinder by such Pledgor.

14. No course of dealing between any Pledgor and the Administrative Agent, nor any failure to exercise nor any delay in exercising, on the part of the Administrative Agent, any right, remedy, power or privilege of the Administrative Agent hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No waiver of a single Event of Default shall be deemed a waiver of a subsequent Event of Default.

15. All of the Administrative Agent's or any Lender's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and not exclusive of any rights or remedies which the Administrative Agent or any Lender or any of their affiliates may otherwise have under the other Loan Documents, under the Lender Provided Interest Rate Hedges or any Other Lender Provided Financial Service Products or by Law, and the Administrative Agent may enforce any one or more remedies hereunder successively or concurrently at its option.

16. (a) It is the intention of the parties that this Agreement be enforceable to the fullest extent permissible under applicable Law, but that the unenforceability (or modification to conform to such Law) of any provision or provisions hereof shall not render unenforceable, or impair, the remainder hereof. If any provision in this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, this Agreement shall, as to such jurisdiction, be deemed amended to modify or delete, as necessary, the offending provision or provisions and to alter the bounds thereof in order to render it or them valid and enforceable to the maximum extent permitted by applicable Law, without in any manner affecting the validity or enforceability of such provision or provisions in any other jurisdiction or the remaining provisions hereof in any jurisdiction without invalidating the remaining provisions hereof.

(b) Without limitation of the preceding Subsection (a), to the extent that applicable Law (including applicable Laws pertaining to fraudulent conveyance or fraudulent or preferential transfer) otherwise would render the full amount of any Pledgor's obligations hereunder invalid, voidable, or unenforceable on account of the amount of a Pledgor's aggregate liability under this Agreement, then, notwithstanding any other provision of this Agreement to the contrary, the aggregate amount of such liability shall, without any further action by the Administrative Agent or such Pledgor or any other Person, be automatically limited and reduced to the highest amount which is valid and enforceable as

determined in such action or proceeding, which (without limiting the generality of the foregoing) may be an amount which is equal to the greater of:

(i) the fair consideration actually received by such Pledgor under the terms and as a result of the Loan Documents and the Lender Provided Interest Rate Hedges and any Other Lender Provided Financial Service Products and the value of the benefits described in Paragraph 25 hereof, including (and to the extent not inconsistent with applicable federal and state laws affecting the enforceability of guaranties) distributions, commitments, and advances made to or for the benefit of such Pledgor with the proceeds of any credit extended under the Loan Documents or the Lender Provided Interest Rate Hedges or any Other Lender Provided Financial Service Products, or

(ii) the excess of (1) the amount of the fair value of the assets of such Pledgor as of the date of this Agreement as determined in accordance with applicable federal and state laws governing determinations of the insolvency of debtors as in effect on the date hereof, over (2) the amount of all liabilities of such Pledgor as of the date of this Agreement, also as determined on the basis of applicable federal and state laws governing the insolvency of debtors as in effect on the date hereof.

(c) Notwithstanding anything to the contrary in this Section or elsewhere in this Agreement, this Agreement shall be presumptively valid and enforceable to its full extent in accordance with its terms, as if this Section (and references elsewhere in this Agreement to enforceability to the fullest extent permitted by Law) were not a part of this Agreement, and in any related litigation, the burden of proof shall be on the party asserting the invalidity or unenforceability of any provision hereof or asserting any limitation on any Pledgor's obligations hereunder as to each element of such assertion.

17. This Agreement supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to a grant of a security interest in the Patents, Trademarks and Copyrights by any Pledgor. This Agreement is subject to waiver, modification, supplement or amendment only by a writing signed by the parties, except as provided in Paragraph 6 and Paragraph 26 hereof with respect to additions and supplements to Schedule A hereto.

18. Each Pledgor hereby agrees to be bound by the provisions of Section 5.9 [Taxes] of the Credit Agreement and shall make all payments free and clear of Taxes to the extent required therein.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein, and any such purported assignment or transfer shall be null and void.

20. This Agreement shall be governed by, construed, and enforced in accordance with the internal laws of the State of New York, without regard to its conflict of laws principles, except to the extent the validity or perfection of the security interests or the remedies hereunder in respect of any Patents, Trademarks or Copyrights are governed by the law of a jurisdiction other than the State of New York.

21. Each Pledgor hereby irrevocably submits to the nonexclusive jurisdiction of any state or federal court sitting in Manhattan Borough, New York, NY, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, and each Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York state or, to the fullest extent permitted by applicable law, in such federal court. Each Pledgor hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum



to the maintenance of any such action or proceeding. Each Pledgor hereby appoints the process agent identified below (the "**Process Agent**") as its agent to receive on behalf of such party and its respective property service of copies of the summons and complaint and any other process which may be served in any action or proceeding. Such service may be made by mailing or delivering a copy of such process to the Pledgor in care of the Process Agent at the Process Agent's address, and each Pledgor hereby authorizes and directs the Process Agent to receive such service on its behalf. Each Pledgor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions (or any political subdivision thereof) by suit on the judgment or in any other manner provided at law. Each Pledgor further agrees that it shall, for so long as any commitment or any obligation of any Loan Party to the Administrative Agent or any Lender remains outstanding, continue to retain Process Agent for the purposes set forth in this Section 20. The Process Agent is Borrower, with an office on the date hereof as set forth in the Credit Agreement. The Process Agent hereby accepts the appointment of Process Agent by the Pledgors and agrees to act as Process Agent on behalf of the Pledgors.

22. This Agreement may be executed by different parties hereto on any number of separate counterparts, each of which, when so executed and delivered, shall be deemed an original, and all such counterparts shall together constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy or electronic transmission to the Administrative Agent or any Lender of the signature page hereof purporting to be signed on behalf of such Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

23. EACH PLEDGOR HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE CREDIT AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE PATENTS, TRADEMARKS AND COPYRIGHTS TO THE FULLEST EXTENT PERMITTED BY LAW.

24. All notices, statements, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be given to the applicable party hereto at the address set forth in a Guarantor Joinder given under the Credit Agreement or at the address set forth and in the manner provided in Section 10.5 [Notices; Effectiveness; Electronic Communication] of the Credit Agreement. The Administrative Agent may rely on any notice (whether or not made in the manner contemplated by this Agreement) purportedly made by or on behalf of any Pledgor, and the Administrative Agent shall have no duty to verify the identity or authority of the Person giving such notice.

25. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Administrative Agent hereunder and under the other Loan Documents, because the Administrative Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Administrative Agent's rights (i) to inspect the books and records related to the Patents, Trademarks and Copyrights, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights, (iv) to enforce the provisions hereof pursuant to which such Pledgor has appointed the Administrative Agent its attorney-in-fact, and (v) to enforce the Administrative Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, each Pledgor agrees that each such provision hereof may be specifically enforced.

26. Each Pledgor hereby acknowledges, represents, and warrants that it receives synergistic benefits by virtue of its affiliation with the Borrower and/or the other Pledgors and that it will receive

direct and indirect benefits from the financing arrangements contemplated by the Credit Agreement and that such benefits, together with the rights of contribution and subrogation that may arise in connection herewith are a reasonably equivalent exchange of value in return for providing this Agreement.

27. At any time after the initial execution and delivery of this Agreement to the Administrative Agent, additional Persons may become parties to this Agreement pursuant to the provisions of the Credit Agreement and thereby acquire the duties and rights of being Pledgors hereunder by executing and delivering to the Administrative Agent a Borrower Joinder or a Guarantor Joinder pursuant to the Credit Agreement and, in addition, a new Schedule A hereto shall be provided to the Administrative Agent with respect to such new Pledgor. No notice of the addition of any Pledgor shall be required to be given to any pre-existing Pledgor and each Pledgor hereby consents thereto.

28. This Agreement hereby amends and restates, in its entirety, the existing Patent, Trademark and Copyright Security Agreement, dated as of January 31, 2018 (the "Existing Security Agreement"), by and among the parties thereto, and the parties hereto agree and acknowledge that this Agreement is not intended to constitute, nor does it constitute, an interruption, suspension of continuity, satisfaction, discharge of prior duties, novation, or termination of the Liens, security interests, indebtedness, loans, liabilities, expenses, or obligations under the Existing Security Agreement or under the Credit Agreement or any of the other Loan Documents (except in each case as expressly modified in accordance with the Credit Agreement and the other Loan Documents amended in connection therewith).

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

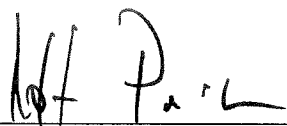
**[SIGNATURE PAGES FOLLOW]**

**[SIGNATURE PAGE 1 OF 2 - PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT]**

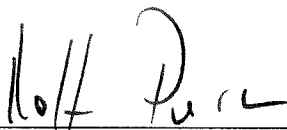
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

**PLEDGORS:**

AIRLINE TARIFF PUBLISHING COMPANY,  
a District of Columbia corporation

By:   
Name: Rolf Purzer  
Title: President and Chief Executive Officer

ROUTEHAPPY, INC., a Delaware corporation

By:   
Name: Rolf Purzer  
Title: President

**[SIGNATURE PAGE 2 OF 2 - PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT]**

**ADMINISTRATIVE AGENT:**

PNC BANK, NATIONAL ASSOCIATION

By: Carolyn L. West  
Name: Carolyn L. West  
Title: Senior Vice President

**SCHEDULE A  
TO  
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

LIST OF REGISTERED PATENTS, TRADEMARKS,  
TRADE NAMES AND COPYRIGHTS

**Airline Tariff Publishing Company:**

1. Registered Patents/Patent Applications:

**Registered Patent**


Title: SYSTEM, METHOD AND COMPUTER PROGRAM PRODUCT FOR PROVIDING A  
FARE ANALYTIC ENGINE

Patent No.: 10032195

Issue date: 07/24/2018

Inventors: Navid Abbassi, John M. Murphy, Senthil Nagarajan and David Peart

2. Trademarks/Trademark Applications:

Mark	Country	App. No. Reg. No.	App. Date Reg. Date	Goods/Services
ATPCO	United States	Application No. 75408993  Registration No. 2270369	Filed Dec-22-1997  Registered Aug-17-1999	Class 36: Providing fare and fare related data to the airline and travel industry
ATPCO & Design  	United States	Application No. 75408992  Registration No. 2273699	Filed Dec-22-1997  Registered Aug-31-1999	Class 36: Providing fare and fare related data to the airline and travel industry First Use: Nov-30-1997 / First Use in Commerce: Nov-30-1997
ATPCO	Brazil	Application No. 820793612  Registration No. 820793612	Filed Jul-21-1998  Registered May-02-2006	Class 39: Collection and distribution of airline tariffs and information related to airline tariffs
ATPCO	Brazil	Application No. 820798363  Registration No. 820798363	Filed Jul-24-1998  Registered Jan-27-2009	Class 40: Auxiliary services for merchandising, including import and export

Mark	Country	App. No. Reg. No.	App. Date Reg. Date	Goods/Services
ATPCO & Design	Brazil	Application No. 820793620  Registration No. 820793620	Filed Jul-21-1998  Registered May-02-2006	Class 39: Collection and distribution of airline tariffs and data related thereto
ATPCO & Design	Brazil	Application No. 820798371  Registration No. 820798371	Filed Jul-24-1998  Registered Jan-27-2009	Class 40: Auxiliary services for merchandising, including import and export
FIRST & FINAL	Canada	Application No. 1230160  Registration No. TMA657140	Filed Sep-09-2004  Registered Jan-23-2006	Class 35: Billing management services for the aviation industry; interline billing services
ATPCO	European Union	Application No. 906719  Registration No. 906719	Filed Aug-14-1998  Registered Feb-07-2000	Class 16: Collecting and distributing fare and fare related data for the airline and travel industry  Class 39: Collecting and distributing fare and fare related data for the airline and travel industry  Class 42: Printed publications and printed matter all providing fare and fare related data for the airline and travel industry
ATPCO (Stylized)	European Union	Application No. 906727  Registration No. 906727	Filed Aug-14-1998  Registered Jan-05-2000	Class 16: Printed publications and printed matter all providing fare and fare related data for the airline and travel industry  Class 39: Collecting and distributing fare and fare related data for the airline and travel industry  Class 42: Collecting and distributing fare and fare related data for the airline and travel industry

3. Trade Names:

N/A

4, Copyrights:

Title of Work	Reg. Number and Reg. Date
ATPCO automated rules and footnotes subscription service: introduction	TXu001117327 / 2003-07-07
Auto rates subscription	TX0006258198 / 2005-02-17
Automated Rules Subscription Document Data Application	TX0006883569 / 2008-08-20
CIPS centralized industry proration service	TX0006166107 / 2005-02-17
Construction data layouts and descriptions	TX0006168429 / 2005-02-17
Data warehouse subscriptions	TX0006258199 / 2005-02-17
Fare manager efficiencies manual : native (3270) screens	TX0006166108 / 2005-02-17
Fare manager efficiencies reference manual	TX0006166105 / 2005-02-17
FROP : Fare Rule Output Product : guide	TX0006168428 / 2005-02-17
FROP : Fare Rule Output Product : import procedures	TX0006168435 / 2005-02-11
FTP file specifications	TX0006258194 / 2005-02-17
Full map routings	TX0006258195 / 2005-02-17
GFS justification subscriptions	TX0006166106 / 2005-02-17
GFS user guide	TX0006258208 / 2005-02-17
Instant subscriptions product guide	TX0006168433 / 2005-02-17
International passenger fares	TX0006258197 / 2005-02-17
Local fares	TX0006168430 / 2005-02-17
Passenger facility charges reference manual : PFC and ZP records	TX0006168434 / 2005-02-17
Private and negotiated fares reference manual	TX0006168436 / 2005-02-17
Revenue systems : TCN codeshare : coding handbook	TX0006168427 / 2005-02-17
Service Fees Subscription Documentation	TX0006866718 / 2008-08-20
Services record S1 (YQ/YR	TX0006258201 / 2005-02-17
TCN participants code share table	TX0006168432 / 2005-02-17
TCN participants code share table field descriptions	TX0006168431 / 2005-02-17
TCN ticket exchange service specifications guide	TX0006258207 / 2005-02-17
Voluntary changes reference manual	TX0006166109 / 2005-02-17

**Routehappy, Inc.:**

1. Registered Patents/Patent Applications:

**Non-Provisional Patent Applications**

1. Title: Computer based system and method for developing, managing and distributing mixed media content in the travel services industry.

Ser. No.: 15/406,328

Filing date: 01/13/2017

Inventors: Jaivin Anzalota and Austin Schneider

Projected Publication Date: 07/19/2018

PTO estimates first office action in 46 months from 5/8/2017

2. Title: Computer based system for evaluating options in an eclectic array of product and service attributes in the travel services industry.

Ser. No. 15/417,762

Filing Date: 1/27/2017

Inventors: Jaivin Anzalota and Austin Schneider

Projected Publication Date: 08/02/2018

PTO estimates first office action in 42 months from 5/8/2017

2. Trademarks/Trademark Applications:

Mark	Country	App. No. Reg. No.	App. Date Reg. Date	Goods/Services
UPA	United States	Application No. 87127030  Registration No. 5510738	Filed Aug-04-2016  Registered Jul-10-2018	Class 35: Promotional services, namely, providing a website featuring promotional information about aircraft, airline, and flight ratings, airline promotions, loyalty programs, airport and in-flight merchandise, food, and cabin amenities, and flight segment comparisons in the fields of airline flights and routes  Class 42: Providing on-line non-downloadable software that enables airlines to create, manage, publish, and distribute customized information in the fields of flight updates, advertising, and merchandising; providing on-line non-downloadable software that enables airlines to create, manage, publish, and distribute text, icons, photos, videos, virtual tours, electronic media content, and webpage links featuring information



Mark	Country	App. No. Reg. No.	App. Date Reg. Date	Goods/Services
				about individual flights, travel routes, and airline amenities, merchandise, and services
UTA	United States	Application No. 87127042  Registration No. 5543401	Filed Aug-04-2016  Registered Aug-21-2018	Class 35: Promotional services, namely, providing a website featuring promotional information about aircraft, airline, and flight ratings, airline promotions, loyalty programs, airport and in-flight merchandise, food, and cabin amenities, and flight segment comparisons in the fields of airline flights and routes  Class 42: Providing on-line non-downloadable software that enables airlines to create, manage, publish, and distribute customized information in the fields of flight updates, advertising, and merchandising; providing on-line non-downloadable software that enables airlines to create, manage, publish, and distribute text, icons, photos, videos, virtual tours, electronic media content, and webpage links featuring information about individual flights, travel routes, and airline amenities, merchandise, and services
ROUTEHAPPY	United States	Application No. 85235280  Registration No. 4246589	Filed Feb-07-2011  Registered Nov-20-2012	Class 38: Providing on-line electronic bulletin boards for transmission of messages among computers users in the field of airline travel
UTA	European Union	Application No. 16315251  Registration No. 16315251	Filed Feb-06-2017  Registered May-19-2017	Class 35: Promotional services, namely, providing a website allowing airlines to showcase their unique product content concerning airline flights and routes.  Class 42: Providing on-line non-downloadable software enabling airlines to create, manage, publish, and distribute their unique product content; Providing on-line non-downloadable software that enables airlines to create, manage, publish, and distribute text, icons, photos, videos, virtual tours and other media, and links about unique features of individual flights or routes or other services.

Mark	Country	App. No. Reg. No.	App. Date Reg. Date	Goods/Services
UPA UNIVERSAL PRODUCT ATTRIBUTE	European Union	Application No. 15573496  Registration No. 15573496	Filed Jun-24-2016  Registered Nov-29-2016	Class 35: Promotional services, namely, providing a website allowing airlines to showcase their unique product content concerning airline flights and routes.  Class 42: Providing on-line non-downloadable software enabling airlines to create, manage, publish, and distribute their unique product content; Providing on-line non-downloadable software that enables airlines to create, manage, publish, and distribute text, icons, photos, videos, virtual tours and other media, and links about unique features of individual flights or routes or other services.

3. Trade Names:

**None**

4, Copyrights:

**None**