## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM502372

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
WELLS FARGO BANK, N.A.		12/06/2018	NATIONAL ASSOCIATION: UNITED STATES	

#### **RECEIVING PARTY DATA**

Name:	EXECUTIVE AIR SUPPORT, INC.		
Street Address:	6652 PINECREST DRIVE, SUITE 300		
City:	PLANO		
State/Country:	TEXAS		
Postal Code:	75024		
Entity Type:	Corporation: DELAWARE		

#### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	3254733	ATLANTIC
Registration Number:	3254734	ATLANTIC
Registration Number:	3254736	ATLANTIC
Registration Number:	3176047	A

### **CORRESPONDENCE DATA**

Fax Number: 6508385109

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.

Phone: 650-838-3743

Email: jlik@shearman.com

**Correspondent Name:** Puja Dave

Address Line 1: 599 Lexington Avenue Address Line 2: Shearman & Sterling LLP Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	37701/26
NAME OF SUBMITTER:	PUJA DAVE
SIGNATURE:	/PUJA DAVE/
DATE SIGNED:	12/17/2018

**Total Attachments: 4** 



#### INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE

This RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "*Release*") dated December 6, 2018, is made by Wells Fargo Bank, N.A., as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties in favor of Executive Air Support, Inc., a Delaware corporation. All capitalized terms used herein and not otherwise defined shall have the meaning assigned to such terms in the Guarantee and Collateral Agreement (as defined below), or if not defined therein, as defined in the Credit Agreement (as defined below).

WHEREAS, Atlantic Aviation FBO Holdings LLC, a Delaware limited liability company, Atlantic Aviation FBO Inc., a Delaware corporation, certain subsidiaries thereof, and the Collateral Agent, among others, entered into that certain Credit Agreement, dated October 7, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Grantors executed and delivered to the Collateral Agent that certain Guarantee and Collateral Agreement, dated October 7, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a lien on and security interest in and to certain Intellectual Property of the Grantors (the "Collateral") and have executed and delivered that certain Intellectual Property Security Agreement, dated October 7, 2016 in favor of the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement");

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on October 12, 2016 at Trademark Reel/Frame 5898/0720;

WHEREAS, the Guarantee and Collateral Agreement has been terminated; and

WHEREAS, in accordance with the provisions of the Credit Agreement and the IP Security Agreement, the Grantors have requested and the Collateral Agent has agreed to release its lien on and security interest in and to the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

SECTION 1. <u>Release of Grant of Security</u>. The Collateral Agent hereby terminates, cancels and releases to the Grantors its lien on and security interest in, and reassigns to the respective Grantors all of its right, title and interest in and to the Collateral, including the Collateral listed on Schedule A.

SECTION 2. <u>Recordation</u>. The Collateral Agent authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.

SECTION 3. <u>Further Assurances</u>. The Collateral Agent shall take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), at the sole cost and expense of the Grantors, reasonably requested by the Grantors to more fully and effectively effectuate the purposes of this Release.

SECTION 4. <u>Governing Law</u>. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WELLS FARGO BANK N.A.

as Collateral Agent

Name: Boaz-Stomowitz

Title: Vice President

REEL: 006502 FRAME: 0074

# SCHEDULE A

## **Trademark and Service Mark Registrations and Applications for Registrations**

Country	Trademark	App. No.	Status	Reg. No.	Reg. Date	Owner
United States	ATLANTIC (Classes 43 and 45)	78/496654	Registered	3254733	Jun. 26, 2007	Executive Air Support, Inc.
United States	ATLANTIC (Stylized, Classes 43 and 45)	78/496659	Registered	3254734	Jun. 26, 2007	Executive Air Support, Inc.
United States	ATLANTIC & A Design (Classes 43 and 45)	78/496786	Registered	3254736	Jun. 26, 2007	Executive Air Support, Inc.
United States	A Design Mark (Classes 37, 39)	78/496783	Registered	3176047	Nov. 28, 2006	Executive Air Support, Inc.

## **Patents and Patent Applications**

None.

## **Copyright Registrations and Applications**

None.

NYDOCS03/1097545.2

**RECORDED: 12/17/2018**