

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509347

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AVAIR, LLC		02/01/2019	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	CCM AVIATION PARENT LLC		
Street Address:	214 North Tryon Street, Suite 1950		
Internal Address:	c/o Corrum Capital Management, LLC - Attn: Jason Cipriani		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	86161200	A	
Serial Number:	86161195	A	
Serial Number:	77519771	A	
Serial Number:	86159939	AVAIR	
Serial Number:	77463969	AV-AIR	
Serial Number:	86161158	AVAIR	
Serial Number:	86161190	AVAIR	
Serial Number:	86159938	AVAIR	
CORRESPONDENCE DATA			
Fax Number:	7043395800		
<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:	7043311000		
Email:	damionnoblles@mvalaw.com, delansingleton@mvalaw.com, suzannegainey@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	100 North Tryon Street, Suite 4700		
Address Line 2:	ATTN: IP Department		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		

OP \$215.00 86161200

TRADEMARK

NAME OF SUBMITTER:	Dickson M. Lupo
SIGNATURE:	/Dickson M. Lupo/
DATE SIGNED:	02/08/2019
Total Attachments: 9 source=CorrumIPSecurityAgreement#page1.tif source=CorrumIPSecurityAgreement#page2.tif source=CorrumIPSecurityAgreement#page3.tif source=CorrumIPSecurityAgreement#page4.tif source=CorrumIPSecurityAgreement#page5.tif source=CorrumIPSecurityAgreement#page6.tif source=CorrumIPSecurityAgreement#page7.tif source=CorrumIPSecurityAgreement#page8.tif source=CorrumIPSecurityAgreement#page9.tif	

This instrument and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement (the "Subordination Agreement") dated as of the date hereof by and among Secured Party, Grantor, the other loan parties party thereto (Grantor, the other loan parties party to the Subordination Agreement, together with any Person that hereafter becomes an obligor in respect of the Senior Debt (as defined in the Subordination Agreement) or the Subordinated Debt (as defined in the Subordination Agreement) are collectively referred to as the "Companies"), the Additional Subordinated Lenders (as defined in the Subordination Agreement) and East West Bank, a California banking corporation (the "Senior Lender"), to the indebtedness (including interest) owed by the Companies pursuant to or in connection with that certain Loan and Security Agreement dated as of the date hereof between Grantor, the other loan parties thereto and Senior Lender, as such Loan and Security Agreement is amended, restated, supplemented or otherwise modified from time to time and to indebtedness refinancing the indebtedness under that agreement as contemplated by the Subordination Agreement; and each holder of this instrument or agreement or the indebtedness evidenced hereby, by its acceptance hereof or thereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of February 1, 2019, is entered into by and between AVAIR, LLC, an Arizona limited liability company ("Grantor"), and CCM Aviation Parent LLC, a Delaware limited liability company ("Secured Party"), with reference to the following facts:

RECITALS

- A. Grantor and Secured Party are parties to a Senior Subordinated Loan and Security Agreement dated as of the date of this Agreement (the "Loan Agreement"; capitalized terms used herein without definition shall have the respective meanings specified for such terms in the Loan Agreement).
- B. Pursuant to the Loan Agreement, Secured Party will make certain loans to Grantor.
- C. It is a condition precedent to the effectiveness of the Loan Agreement that Grantor enter into this Agreement with Secured Party and hereby grant Secured Party a security interest in and Lien on all of Grantor's intellectual property as set forth below.

NOW, THEREFORE, to induce Secured Party to enter into the Loan Agreement and to provide Grantor the loans contemplated thereunder, Grantor hereby agrees as follows:

1. Grant of Security Interest. To secure the timely payment and performance of its Obligations (as defined in the Loan Agreement) to Secured Party under the Loan Agreement, Grantor hereby grants and pledges to Secured Party a security interest in and lien on all of Grantor's right, title and interest in, to and under its intellectual property (collectively, the "Intellectual Property Collateral"), including, without limitation, the following:

(a) All copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including, without limitation, those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

- (b) All trade secrets;
- (c) All rights, including copyright rights and other intellectual property rights in computer software (including both source code and object code) and computer software products now or hereafter existing, created, acquired or held;
- (d) All design rights available to Grantor now or hereafter existing, created, acquired or held;
- (e) All patents, patent applications and similar protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including, without limitation, the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);
- (f) All trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including, without limitation, those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);
- (g) All claims for damages by way of past, present and future infringements of any of the rights included above, along with the right, but not the obligation, to sue for and collect such damages for such infringement;
- (h) All licenses or other rights to use any intellectual property right, including Copyrights, Patents, or Trademarks and all license fees and royalties arising from such use to the extent permitted by such licenses or rights;
- (i) All amendments, extensions and renewals of any of the Copyrights, Trademarks or Patents; and
- (j) All proceeds of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes and requests the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Secured Party.

3. Supplements. Grantor hereby authorizes Secured Party (a) to amend this Agreement unilaterally by supplementing the exhibits to this Agreement to add any Intellectual Property Collateral which Grantor obtains after the date of this Agreement, and (b) to file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision of this Agreement. The rights and remedies of Secured Party with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in separate counterparts), each of which shall constitute an original, but all of which

when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[signature pages follow]

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

GRANTOR:

AVAIR, LLC
an Arizona limited liability company

By 

Name: Michael Bianco

Title: Chief Executive Officer

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

SECURED PARTY:

CCM AVIATION PARENT LLC, a Delaware limited liability company

By: 
Name: Jason Cipriani
Title: Co-Chief Executive Officer

EXHIBIT A

Copyrights

No copyright registrations.

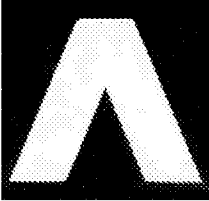




EXHIBIT B


Patents

None.

EXHIBIT C

Trademarks

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
A Design 	86161200	Registered	4,796,069	8/18/15	AvAir, LLC
A Design 	86161195	Registered	4,796,068	8/18/15	AvAir, LLC
A and Plane Design 	77519771	Registered	3,579,706	2/24/09	AvAir, LLC
AVAIR	86159939	Registered	5,500,107	6/26/18	AvAir, LLC
AV-AIR	77463969	Registered	3,546,705	12/16/08	AvAir, LLC
AVAIR Design 	86/161,158	Pending application filed 1/9/14	N/A	N/A	AvAir, LLC
AVAIR and Design 	86/161,190	Pending application filed 1/9/14	N/A	N/A	AvAir, LLC

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
AVAIR (Stylized) 	86/159,938	Pending application filed 1/9/14	N/A	N/A	AvAir, LLC