

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512594

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Joinder to Assignment of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
1st Choice Aerospace Inc.		02/25/2019	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A., as Administrative Agent		
Street Address:	8614 Westwood Center Drive, Suite 250		
City:	Vienna		
State/Country:	VIRGINIA		
Postal Code:	22182		
Entity Type:	Corporation: UNKNOWN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87644735	1ST CHOICE AEROSPACE	
Serial Number:	87644732	1ST CHOICE AEROSPACE	
CORRESPONDENCE DATA			
Fax Number:	3012302891		
<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:	3012550558		
Email:	NMANNING@SHULMANROGERS.COM		
Correspondent Name:	Nancy Manning		
Address Line 1:	12505 Park Potomac Avenue		
Address Line 2:	6th Floor		
Address Line 4:	Potomac, MARYLAND 20854		
NAME OF SUBMITTER:	Nancy Manning		
SIGNATURE:	/s/Nancy Manning		
DATE SIGNED:	03/04/2019		
Total Attachments: 5			
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OP \$65.00 87644735

**JOINDER TO SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY
SECURITY AGREEMENT AND ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY
INTEREST**

THIS JOINDER TO SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT AND ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY INTEREST, dated as of February 25, 2019 (this "Joinder"), is made by 1ST CHOICE AEROSPACE INC., an Ohio corporation and 1ST CHOICE AEROSPACE INC, a Florida corporation (each a "Joined Borrower" and collectively, the "Joined Borrowers"). All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the hereinafter defined Loan Agreement.

WITNESSETH:

WHEREAS, pursuant to that certain Fourth Amended and Restated Business Loan and Security Agreement dated as of January 5, 2018 (as amended, modified or restated from time to time, the "Loan Agreement"), by and among VSE CORPORATION, a Delaware corporation, each of its subsidiaries or affiliates, the Joined Borrowers and the other "Borrower" parties thereto from time to time, CITIZENS BANK, N.A., a national banking association (as successor by merger to Citizens Bank of Pennsylvania, a Pennsylvania state chartered bank) ("Citizens"), acting in its capacity as administrative agent (the "Administrative Agent") and the lenders party thereto from time to time (together with Citizens, collectively, the "Lenders"), the Borrowers obtained loans and certain other financial accommodations (collectively, the "Loan") from the Lenders, which Loan is evidenced by among other things, the collateral described in the Loan Agreement (the "Collateral");

WHEREAS, to further evidence the Administrative Agent's lien on the Collateral, the Borrowers executed and delivered to the Administrative Agent that certain Second Amended and Restated Intellectual Property Security Agreement dated as of January 5, 2018 (as the same may be modified, amended, restated or replaced from time to time, the "IP Security Agreement") and that certain Assignment of Intellectual Property Security Interest dated as of January 5, 2018 (as the same may be modified, amended, restated or replaced from time to time, the "IP Assignment"), which IP Assignment was recorded with the U.S. Patent and Trademark Office on January 10, 2018 as Instrument #504723794, Reel 044589 Frame 0934;

WHEREAS, each Joined Borrower has become a Borrower party to the Loan Agreement and the other Loan Documents (including, without limitation, the IP Security Agreement and the IP Assignment) pursuant to that certain Joinder Agreement dated of even date herewith (the "Joinder to Loan Agreement"); and

WHEREAS, each Joined Borrower desires to enter into this Joinder to confirm and evidence that, pursuant to the Joinder to Loan Agreement, the IP Security Agreement and the IP Assignment, said Joined Borrower has granted and conveyed to the Administrative Agent, for the ratable benefit of the Lenders, among other things, a continuing security interest in all of such Joined Borrower's present and future right, title and interest in, to and under all patents, patent applications, trademarks, trademark applications, copyrights, copyright applications, trade names, and licenses, whether now existing or hereafter arising and whether now owned or hereafter acquired or utilized by such Joined Borrower (collectively, the "Joined Borrower's Intellectual Property Collateral"), including the patents, patent applications, trademarks, trademark applications, copyrights, copyright applications, trade names, trade secrets, and licenses set forth on the Schedule attached to this Joinder.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Joined Borrower hereby agrees as follows:

I. RECITALS. The foregoing Recitals are incorporated herein by this reference and made a part hereof, with the same force and effect as if fully set forth herein.

II. ACKNOWLEDGEMENT OF GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY; SUPPLEMENTAL GRANT. Each Joined Borrower hereby represents, warrants, acknowledges and agrees that it has granted and conveyed to the Administrative Agent, for the ratable benefit of the Lenders, a continuing security interest in and to the Joined Borrower's Intellectual Property Collateral pursuant to the Joinder to Loan Agreement and acknowledges its operation and binding effect with respect to the IP Security Agreement and the IP Assignment. Without limiting the foregoing, each Joined Borrower hereby assigns and transfers to the Administrative Agent, for the ratable benefit of the Lenders, and hereby grants to the Administrative Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the Joined Borrower's right, title and interest in, to and under all Joined Borrower's Intellectual Property Collateral, whether now owned or hereafter acquired, including, without limitation, the patents, patent applications, trademarks, trademark applications, copyrights, copyright applications, trade names, trade secrets and licenses set forth on the Schedule attached hereto. The Schedule attached hereto supplements the Schedule attached to the IP Security Agreement and the IP Assignment; it is not intended to amend, restate or replace the Schedule attached to the IP Security Agreement or the IP Assignment.


III. SECURITY AGREEMENT. The security interests heretofore granted and granted pursuant to this Joinder are granted in conjunction with the security interests granted to the Administrative Agent, for the ratable benefit of the Lenders, pursuant to the IP Security Agreement. Each Joined Borrower hereby acknowledges and affirms that (i) the defined term "Intellectual Property Collateral" used in the IP Assignment is hereby supplemented to include the Joined Borrower's Intellectual Property Collateral, and (ii) the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property Collateral are more fully set forth in the Loan Agreement and the IP Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[remainder of page intentionally left blank]

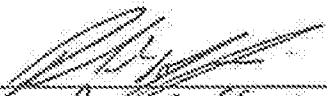
IN WITNESS WHEREOF, the Joint Borrowers have caused this Joinder to be executed and delivered by its duly authorized officer as of the date first set forth above.

JOINED BORROWER(S):

1ST CHOICE AEROSPACE INC.,
an Ohio corporation

By: 
Name: Paul Goffredo
Title: President

1ST CHOICE AEROSPACE INC.,
a Florida corporation

By: 
Name: Paul Goffredo
Title: President

ACKNOWLEDGED AND AGREED TO:

CITIZENS BANK, N.A., a national banking association
(as successor by merger to Citizens Bank of Pennsylvania,
a Pennsylvania state chartered bank), acting in its capacity
as the Administrative Agent for the Lenders

By: _____
Name: _____
Title: _____

[Signature Page to Joinder to Second Amended and Restated Intellectual Property Security Agreement and Assignment of Intellectual Property Security Interest]

IN WITNESS WHEREOF, the Joined Borrowers have caused this Joinder to be executed and delivered by its duly authorized officer as of the date first set forth above.

JOINED BORROWER(S):

1ST CHOICE AEROSPACE INC.,
an Ohio corporation

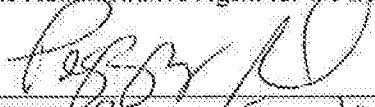
By: _____
Name: _____
Title: _____

1ST CHOICE AEROSPACE INC.,
a Florida corporation

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED TO:

CITIZENS BANK, N.A., a national banking association
(as successor by merger to Citizens Bank of Pennsylvania,
a Pennsylvania state chartered bank), acting in its capacity
as the Administrative Agent for the lenders

By: 
Name: Peggy Sanders
Title: SC Vice President

{Signature Page to Joinder to Second Amended and Restated Intellectual Property Security Agreement and Assignment of Intellectual Property Security Interest}

Schedule of
Joined Borrowers' Intellectual Property Collateral

<u>BORROWER</u>	<u>INTELLECTUAL PROPERTY</u>	<u>REGISTRATION NO. (OR APPLICATION SERIAL NO.)</u>	<u>REGISTRATION (OR FILING DATE)</u>
1ST CHOICE AEROSPACE INC., an Ohio corporation	Design Plus Words 1 st Choice Aerospace	87644735	October 13, 2017
1ST CHOICE AEROSPACE INC., an Ohio corporation	Standard Character Mark 1 st Choice Aerospace	87644732	October 13, 2017