

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517723

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JetSmarter Inc.		04/03/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Cascade GP, LLC
Street Address:	233 Wilshire Blvd., Suite 800
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90401
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	5012845	JETSMARTER
Registration Number:	5097525	JET DEALS
Registration Number:	5097524	JETDEALS
Registration Number:	5126028	JET SHUTTLE
Registration Number:	5126027	JETSHUTTLE
Serial Number:	87840003	CHARTER, FAR SMARTER
Serial Number:	87839999	DEMOCRATIZING PRIVATE AVIATION
Serial Number:	87840001	WE DEMOCRATIZE PRIVATE AVIATION
Serial Number:	87216255	WHERE LUXURY MEETS LOGIC
Registration Number:	4660577	JETSMARTER
Registration Number:	4660575	JETSMARTER

CORRESPONDENCE DATA

Fax Number: 2028427899

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: 202-842-7800

Email: kbaird@cooley.com

Correspondent Name: Daniel Thompson, COOLEY LLP

Address Line 1: 1299 Pennsylvania Avenue, NW Suite 700

TRADEMARK

Address Line 4:	Washington, D.C. 20004
ATTORNEY DOCKET NUMBER:	332739.105
NAME OF SUBMITTER:	Kilsy D Baird
SIGNATURE:	/Kilsy Baird/
DATE SIGNED:	04/05/2019
Total Attachments: 7 source=3-JetSmarter - A&R Trademark Security Agreement (2018 Bridge Notes)#page1.tif source=3-JetSmarter - A&R Trademark Security Agreement (2018 Bridge Notes)#page2.tif source=3-JetSmarter - A&R Trademark Security Agreement (2018 Bridge Notes)#page3.tif source=3-JetSmarter - A&R Trademark Security Agreement (2018 Bridge Notes)#page4.tif source=3-JetSmarter - A&R Trademark Security Agreement (2018 Bridge Notes)#page5.tif source=3-JetSmarter - A&R Trademark Security Agreement (2018 Bridge Notes)#page6.tif source=3-JetSmarter - A&R Trademark Security Agreement (2018 Bridge Notes)#page7.tif	

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (as it may be amended, restated or otherwise modified from time to time, the “Trademark Security Agreement”) is entered into as of April 3, 2019 by and between JetSmarter Inc., a Delaware corporation (the “Grantor”), and (ii) Cascade GP, LLC (the “Agent”).

W I T N E S S E T H:

WHEREAS, the Grantor, the Purchasers identified therein, the other parties thereto from time to time and the Agent entered into the Note Purchase Agreement, dated as of April 16, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the “Note Purchase Agreement”), pursuant to which the Company issued certain secured convertible promissory notes (the “Notes”);

WHEREAS, the Grantor and the Agent entered into the Security Agreement, dated as of April 16, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the “Security Agreement”), in order to induce the Purchasers to purchase the Notes and to secure the Secured Obligations;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered to Agent that certain Trademark Security Agreement dated as of April 16, 2018 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “Existing Trademark Security Agreement”), pursuant to which Grantor has granted to Agent a Lien upon all of its rights, title and interest in, to and under the Trademark Collateral (as defined therein); and

WHEREAS, Grantor and Agent have agreed to amend and restate in its entirety the Existing Trademark Security Agreement pursuant to this Trademark Security Agreement, it being their intention that this Trademark Security Agreement shall not be construed as constituting a release of any prior grant of any security interest under the Existing Trademark Security Agreement by Grantor in favor of Agent, but is intended to constitute a restatement and reconfirmation of the prior grant in favor of Agent.

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, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in the Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor does hereby unconditionally grant, assign, and pledge to Agent, and agrees to unconditionally grant, assign, and pledge to Agent, for its benefit and the benefit of each of the Noteholders, to secure the Secured Obligations, as applicable, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of Grantor’s entire right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of Grantor’s Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License;

(c) all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registration thereof, all records and files relating to Grantor's Trademarks and Trademark Intellectual Property Licenses; and

(d) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent or the Noteholders, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for its benefit and the benefit of the Noteholders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Note Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTIONS 8.16, 8.17 AND 8.18 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[signature page follows]

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

GRANTOR:

JETSMARTER INC.

By:  _____

Name: Sergey Petrossov
Title: Chief Executive Officer

Address: 500 East Broward Blvd.
Suite 1900
Fort Lauderdale, Florida 33394

IN WITNESS WHEREOF, the Grantor and the Agent have executed this Trademark Security Agreement as of the date first above written.

AGENT:

CASCADE GP, LLC

By: Behdad Eghbali


Name: Behdad Eghbali
Title: Co-President

Address: 233 Wilshire Blvd., Suite 800
Santa Monica, CA 90401

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Registered Trademarks


The Mark	Registration Number	Jurisdiction	Registration Date	Class	Owner of Record	Present Status
JETSMARTER	1310393	European Union	09/22/2016	9, 35, 36, 39, 45	JetSmarter Inc.	Active
JETSMARTER	1310393	Russian Federation	05/25/2017	09, 35, 36, 39, 45	JetSmarter Inc.	Active
JETSMARTER	1310393	Mexico	12/22/2015	35, 36, 39, 45, 9	JetSmarter Inc.	Active
JETSMARTER	1437023440	Kingdom of Saudi Arabia	12/23/2016	9	JetSmarter Inc.	Active
JETSMARTER	1437023441	Kingdom of Saudi Arabia	12/23/2016	35	JetSmarter Inc.	Active
JETSMARTER	1437023442	Kingdom of Saudi Arabia	12/23/2016	36	JetSmarter Inc.	Active
JETSMARTER	1437023443	Kingdom of Saudi Arabia	12/23/2016	39	JetSmarter Inc.	Active
JETSMARTER	1437023445	Kingdom of Saudi Arabia	12/23/2016	45	JetSmarter Inc.	Active
JETSMARTER	257390	United Arab Emirates	02/23/2017	9	JetSmarter Inc.	Active
JETSMARTER	257391	United Arab Emirates	02/23/2017	35	JetSmarter Inc.	Active
JETSMARTER	257392	United Arab Emirates	02/23/2017	36	JetSmarter Inc.	Active
JETSMARTER	257393	United Arab Emirates	02/23/2017	39	JetSmarter Inc.	Active
JETSMARTER	257394	United Arab Emirates	02/23/2017	45	JetSmarter Inc.	Active
JETSMARTER	5,012,845	United States of America	08/02/2016	9	JetSmarter Inc.	Active
JETSMARTER	1310393	Turkey	11/29/2018		JetSmarter Inc.	Active
JETSMARTER	1310393	World Intellectual Property Organization	06/20/2016	9, 35, 36, 39, 45	JetSmarter Inc.	Active
JETSMARTER	TMA999,234	Canada	06/18/2018	9, 35, 36, 39, 45	JetSmarter Inc.	Active
JETSMARTER	20180000014550	China	12/22/2015	09, 35, 36, 39, 45	JetSmarter Inc.	Allowed
JETSMARTER	3431348	India	12/08/2016	09, 35, 36, 39, 45	JetSmarter Inc.	Registered

The Mark	Registration Number	Jurisdiction	Registration Date	Class	Owner of Record	Present Status
JETSMARTER 	3431347	India	12/08/2016	09, 35, 36, 39, 45	JetSmarter Inc.	Registered
JET DEALS	5,097,525	United States of America	12/06/2016	9, 39	JetSmarter Inc.	Active
JETDEALS	5,097,524	United States of America	12/06/2016	9, 39	JetSmarter Inc.	Active
JET SHUTTLE	5,126,028	United States of America	01/17/2017	9, 39	JetSmarter Inc.	Active
JET SHUTTLE	5,126,027	United States of America	01/17/2017	9, 39	JetSmarter Inc.	Active
CHARTER, FAR SMARTER	87840003	United States of America	3/19/2018	9, 35,39, 45	JetSmarter Inc.	Pending

Pending Trademarks

The Mark	Serial Number	Jurisdiction	Filing Date	Class	Owner of Record	Present Status
DEMOCRATIZING PRIVATE AVIATION	87839999	United States of America	03/19/2018	9, 35,39, 45	JetSmarter Inc.	Pending
WE DEMOCRATIZE PRIVATE AVIATION	87840001	United States of America	03/19/2018	9, 35,39, 45	JetSmarter Inc.	Pending
JETSMARTER	303812229	Hong Kong	06/20/2016	9	JetSmarter Inc.	Pending
JETSMARTER	303812238	Hong Kong	06/20/2016	35, 36, 39, 45	JetSmarter Inc.	Pending
WHERE LUXURY MEETS LOGIC	87216255	United States of America	03/21/2017	9, 35, 39, 45	JetSmarter Inc.	Pending

Registered Service Marks

The Mark	Registration Number	Jurisdiction	Registration Date	Class	Owner of Record	Present Status
	4,660,577	United States of America	12/23/2014	35,36,39,45	JetSmarter Inc.	Active
JETSMARTER	4,660,575	United States of America	12/23/2014	35,36,39,45	JetSmarter Inc.	Active