

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM518372

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JEFFERIES FINANCE LLC, as Collateral Agent		04/04/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ASSOCIATED AIR CENTER, L.P.		
Street Address:	6170 N. Scottsdale Road, Suite 250		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85253		
Entity Type:	Limited Partnership: TEXAS		
Name:	STANDARDAERO BUSINESS AVIATION SERVICES, LLC		
Street Address:	6170 N. Scottsdale Road, Suite 250		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85253		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	STANDARDAERO COMPONENT SERVICES, INC. (formerly TSS Aviation, Inc.)		
Street Address:	6170 N. Scottsdale Road, Suite 250		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85253		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3820663	ASSOCIATED AIRCENTER	
Registration Number:	3822727	FASTLANE	
Registration Number:	4179962	7/10 INSPECTION	
Registration Number:	4057544	COMPLETECARE	
Registration Number:	4057545	NOSE-TO-TAIL	
Registration Number:	4917037	STANDARDAERO COMPONENTS	

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 2028357586*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:** 202-835-7500**Email:** dcip@milbank.com**Correspondent Name:** Javier J. Ramos**Address Line 1:** 1850 K Street, NW, Suite 1100**Address Line 2:** Milbank, LLP**Address Line 4:** Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	28302.00020
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NAME OF SUBMITTER:	Javier J. Ramos
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SIGNATURE:	/Javier J. Ramos/
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DATE SIGNED:	04/10/2019
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Total Attachments: 4

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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

This Termination and Release of Security Interest in Trademarks (“Release”) is made as of April 4, 2019, by **JEFFERIES FINANCE LLC**, a Delaware limited liability company located at 520 Madison Avenue, New York, New York 10022, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”), in favor of **ASSOCIATED AIR CENTER, L.P.**, a Texas limited partnership with an address at 6170 N. Scottsdale Road, Suite 250, Scottsdale, Arizona 85253, **STANDARDAERO BUSINESS AVIATION SERVICES, LLC**, a Delaware limited liability company with an address at 6170 N. Scottsdale Road, Suite 250, Scottsdale, Arizona 85253, and **STANDARDAERO COMPONENT SERVICES, INC.** (formerly TSS Aviation, Inc.), an Ohio corporation with an address at 6170 N. Scottsdale Road, Suite 250, Scottsdale, Arizona 85253 (collectively, the “Pledgors”). Capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.

W I T N E S S E T H:

WHEREAS, the Pledgors and the Collateral Agent are parties to that certain Security Agreement, dated as of July 7, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, the Pledgors entered into a Trademark Security Agreement (the “Trademark Security Agreement”) dated July 7, 2017 with the Collateral Agent, notice of which was recorded on July 7, 2015 at the United States Patent and Trademark Office (the “PTO”) at Reel 5570, Frame 0102; Reel 5570, Frame 0113; and Reel 5569, Frame 0601, respectively;

WHEREAS, pursuant to the Trademark Security Agreement, each Pledgor granted the Collateral Agent for the ratable benefit of the Secured Parties, a lien on and security interest (the “Security Interest”) in all of the right, title and interest of such Pledgor in, to and under the Trademarks included in the Pledged Collateral, including the trademarks listed in **Schedule A**, wherever located, and whether then existing or thereafter arising or acquired from time to time (other than the Excluded Asses and any Trademark application filed in the PTO, pursuant to Section 1(b) of the Lanham Act (15 U.S.C. § 1051, et seq.) unless and until evidence of use of the mark in interstate commerce is submitted to the PTO pursuant to Section 1(c) or 1(d) of the Lanham Act (15 U.S.C. § 1051, et seq.)); and

WHEREAS, the Collateral Agent has agreed to terminate and release its Security Interest in all such Trademarks as herein provided.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the Collateral Agent hereby releases, terminates and discharges any and all of its right, title and interest in, to and under the Trademarks included in the Pledged Collateral, including the trademarks listed in **Schedule A**, of the Pledgors, including the associated Goodwill, and assigns, transfers and conveys to Pledgors the Security Interest.

1. Recordation. The Collateral Agent hereby authorizes the Pledgors, or the Pledgors’ authorized representative, to record this Release with the PTO.
2. Further Assurances. The Collateral Agent hereby agrees to duly execute and deliver to the Pledgors any further documents and to do such other acts that the Pledgors (or their

respective agents or designees) reasonably request, at the Pledgors' sole cost and expense, in order to confirm this Release and the Pledgors' right, title and interest in the Trademark Collateral.

3. Governing Law. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed as of the day and year first written above.

JEFFERIES FINANCE LLC,
as Collateral Agent

By: Paul Chisholm

Name: Paul Chisholm
Title: Managing Director

SCHEDULE A
TRADEMARK REGISTRATIONS AND APPLICATIONS

Reel/Frame 5570/0102

OWNER	REG NO.	TRADEMARK
Associated Air Center, L.P.	3820663	ASSOCIATED AIRCENTER

Reel/Frame 5570/0113

OWNER	REG NO.	TRADEMARK
Standardaero Business Aviation Services, LLC	3822727	FASTLANE
Standardaero Business Aviation Services, LLC	4179962	7/10 INSPECTION
Standardaero Business Aviation Services, LLC	4057544	COMPLETECARE
Standardaero Business Aviation Services, LLC	4057545	NOSE-TO-TAIL

Reel/Frame 5569/0601

OWNER	REG NO.	TRADEMARK
Standardaero Component Services, Inc.	4917037	STANDARDAERO COMPONENTS