

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524812

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New Swift Air Holdings, L.L.C.		05/22/2019	Limited Liability Company: DELAWARE
Swift Air, L.L.C.		05/22/2019	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	Wilmington Trust		
Street Address:	50 S. Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5555795	SWIFT AIR	
Registration Number:	1466632	THE EASTERN EXPRESSWAY	
Registration Number:	349443		
Serial Number:	87735816	EASTERN EXPRESS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	4433117-0174-S216		
NAME OF SUBMITTER:	Justine Lu		
SIGNATURE:	/Justine Lu/		
DATE SIGNED:	05/23/2019		

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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 22, 2019, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Wilmington Trust, National Association (“Wilmington”), as security agent (in such capacity, together with its successors and permitted assigns, the “Security Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 29, 2018 (as the same may be amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the “Borrower” party thereto, the other Persons party thereto as “Credit Parties”, the Persons party from time to time thereto as Lenders (the “Lenders”) and Wilmington, as agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date with the Credit Agreement in favor of the Security Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Secured Obligations (as defined in the Guaranty and Security Agreement); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Agent and the Security Agent to enter into the Credit Agreement and to induce the Lenders to make extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Security Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges to the Security Agent for the benefit of the Secured Parties, and grants to the Security Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (other than any Excluded Property, the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all IP Ancillary Rights of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Security

Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Termination. This Trademark Security Agreement shall automatically terminate and the Lien on the security interest in the Trademark Collateral shall automatically be released upon the payment in full in cash of the outstanding Secured Obligations (other than any indemnification and other contingent obligations for which no claim has been made). Upon the termination of this Trademark Security Agreement, the Security Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein, in each case, without recourse, representation or warranty.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof) shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

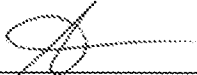
Section 8. The Security Agent. Notwithstanding anything to the contrary herein, in acting hereunder, the Security Agent shall be afforded all of the rights, protections, immunities and indemnities afforded to the Security Agent pursuant to the terms of the Credit Agreement as if such rights, protections, immunities and indemnities were set forth herein, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

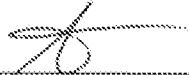
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

NEW SWIFT AIR HOLDINGS, L.L.C.,
as Grantor

By: 
Name: Robert Joseph Caputo
Title: Chief Executive Officer

SWIFT AIR, L.L.C.,
as Grantor

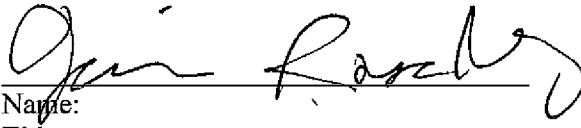
By: 
Name: Robert Joseph Caputo
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006652 FRAME: 0462

ACCEPTED AND AGREED
as of the date first above written:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Security Agent

By: 
Name:
Title:

Jamie Roseberg
Assistant Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006652 FRAME: 0463

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Title/Mark	Serial Number	Registration Number	Registration Date	Owner	Jurisdiction
SWIFT AIR	87816266	5555795	9/4/2018	Swift Air, L.L.C.	US
THE EASTERN EXPRESSWAY	73652838	1466632	11/24/1987	NEW SWIFT AIR HOLDINGS, L.L.C.	US
SWIFT AIR		349443	8/4/2005	SWIFT AIR L.L.C.	AZ

2. TRADEMARK APPLICATIONS

Title/Mark	Serial Number	Registration Number	Registration Date	Owner	Jurisdiction
EASTERN EXPRESS	87735816			SWIFT AIR, L.L.C.	US