

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM545930

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JET SUPPORT SERVICES, INC.		10/18/2019	Corporation: DELAWARE
CONKLIN & DEDECKER ASSOCIATES, INC.		10/18/2019	Corporation: TEXAS

## RECEIVING PARTY DATA

<b>Name:</b>	U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent
<b>Street Address:</b>	214 North Tryon Street
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28025
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2764463	JSSI
Registration Number:	2766937	PROTECTION FROM THE HIGH COST OF MAINTEN
Registration Number:	2250410	TIP TO TAIL
Registration Number:	2013978	JSSI
Registration Number:	4849620	CONKLIN & DE DECKER
Registration Number:	4849622	AIRCRAFT COST EVALUATOR
Registration Number:	4849623	ACE
Registration Number:	4849624	MXMANAGER
Registration Number:	4849625	AIRCRAFTPEDIA

## CORRESPONDENCE DATA

Fax Number: 7045032622

***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: 7045032600

Email: msheehan@kslaw.com

Correspondent Name: King &amp; Spalding LLP

Address Line 1: 300 S. Tryon St., Ste 1700

OP \$240.00 2764463

**Address Line 2:** Attn: Moira Sheehan  
**Address Line 4:** Charlotte, NORTH CAROLINA 28202

**ATTORNEY DOCKET NUMBER:** 18876.015108

**NAME OF SUBMITTER:** Moira Sheehan

**SIGNATURE:** /Moira Sheehan/

**DATE SIGNED:** 10/21/2019

**Total Attachments: 6**

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**Trademark Security Agreement**

**Trademark Security Agreement**, dated as of October 18, 2019 (“Trademark Security Agreement”), by JET SUPPORT SERVICES, INC., a Delaware corporation and Conklin & deDecker Associates, Inc., a Texas corporation (individually, a “Pledgor” and collectively, the “Pledgors”), in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

W I T N E S S E T H

WHEREAS, the Pledgors are party to a First Lien Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Assets).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

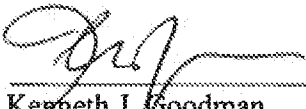
SECTION 6. Replacement and Restatement. This Trademark Security Agreement replaces and supersedes that certain Trademark Security Agreement (the "Existing Trademark Security Agreement"), dated as of March 31, 2017, by and among the Collateral Agent and Pledgor (each as defined in the Existing Trademark Security Agreement) in its entirety. All rights, benefits, indebtedness, interests, liabilities and obligations of the parties to the Existing Trademark Security Agreement are hereby replaced and superseded in their entirety according to the terms and provisions set forth herein. The parties hereto further acknowledge and agree that this Trademark Security Agreement constitutes an amendment of the Existing Trademark Security Agreement.

SECTION 7. The Collateral Agent. The Collateral Agent has executed this Trademark Security Agreement as directed under and in accordance with the Credit Agreement and will perform this Trademark Security Agreement solely in its capacity as Collateral Agent and not individually. In performing under this Agreement, the Collateral Agent shall have all rights, protections, immunities and indemnities granted it under the Credit Agreement. Subject to the terms of the Credit Agreement, the Collateral Agent shall have no obligation to perform or exercise any discretionary act.

[signature page follows]

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

JET SUPPORT SERVICES, INC., a  
Delaware corporation

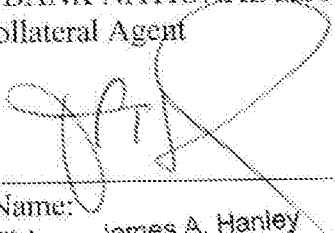
By:   
Name: Kenneth J. Goodman  
Title: Chief Financial Officer

CONKLIN & DEDECKER ASSOCIATES, INC., a  
Texas corporation

By:   
Name: Kenneth J. Goodman  
Title: Chief Financial Officer

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,  
as Collateral Agent


By:  \_\_\_\_\_

Name:

Title: James A. Hanley  
Vice President

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

Trademark Registrations:

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Jurisdiction</b>	<b>Owner</b>
 <b>JSSI</b>	2764463	9/16/03	U.S.	Jet Support Services, Inc.
PROTECTION FROM THE HIGH COST OF MAINTENANCE.	2766937	9/23/03	U.S.	Jet Support Services,
TIP TO TAIL	2250410	6/1/99	U.S.	Jet Support
JSSI	2013978	11/5/96	U.S.	Jet Support
CONKLIN & DE DECKER	4849620	11/10/15	U.S.	Conklin & De Decker Associates, Inc.
AIRCRAFT COST EVALUATOR	4849622	11/10/15	U.S.	Conklin & De Decker Associates, Inc.
ACE	4849623	11/10/15	U.S.	Conklin & De Decker Associates,
MxManager	4849624	11/10/15	U.S.	Conklin & De Decker Associates, Inc.

AIRCRAFTPEDIA	4849625	11/10/15	U.S.	Conklin & De Decker Associates, Inc.
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**Trademark Applications:**

None.