

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM547485

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TRUMAN ARNOLD COMPANIES		10/31/2019	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CITIBANK, N.A.		
<b>Street Address:</b>	2001 Ross Avenue, Suite 4300		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	National Association: TEXAS		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85653124	KEYSTONE AVIATION	
<b>Registration Number:</b>	3953150	TAC AIR	
<b>Registration Number:</b>	3953151	TAC AIR	
<b>Registration Number:</b>	2807462	TACENERGY	
<b>Registration Number:</b>	2809435	TACENERGY	
<b>Registration Number:</b>	2281039	TAC	
<b>Registration Number:</b>	2292318	TAC AIR	
<b>Registration Number:</b>	1731648	TAC AIR	
<b>Registration Number:</b>	4850731	ENERGIZE YOUR FUEL	
<b>Registration Number:</b>	5023443	ENERGIZE YOUR FUEL	
<b>Registration Number:</b>	4850732	GET YOUR TAIL (#) IN HERE	
<b>Registration Number:</b>	4850733	THE COMPLETE SOLUTION	
<b>Registration Number:</b>	4850735	ENHANCE YOUR BUSINESS. ELEVATE YOUR PERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8043447999		
<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>			
<b>Phone:</b>	804-788-8331		
<b>Email:</b>	HWITM@HuntonAK.com		
<b>TRADEMARK</b>			

CH \$340.00 85653124

**Correspondent Name:** Stephen Demm, Hunton Andrews Kurth LLP  
**Address Line 1:** 951 East Byrd Street  
**Address Line 4:** Richmond, VIRGINIA 23219-4074

**ATTORNEY DOCKET NUMBER:** 031472.0000085

**NAME OF SUBMITTER:** Stephen P. Demm

**SIGNATURE:** /Stephen P. Demm/

**DATE SIGNED:** 10/31/2019

**Total Attachments: 4**

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

October 31, 2019

WHEREAS, TRUMAN ARNOLD COMPANIES ("Grantor") (a) owns the trademarks, trademark registrations and/or trademark applications listed on Schedule 1 annexed hereto and incorporated herein by reference, and (b) is a party to the trademark licenses (if any) listed on Schedule 1 annexed hereto and incorporated herein by reference; and

WHEREAS, Grantor, certain of its affiliates, the lenders party thereto and CITIBANK, N.A., as administrative agent ("Secured Party") have entered into that certain Second Amended and Restated Credit Agreement dated as October 31, 2019 (as the same may be amended and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor; and

WHEREAS, pursuant to the terms of the Credit Agreement and the Security Agreement (as defined in the Credit Agreement), Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor, including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Intellectual Property (as defined in the Security Agreement), which term includes all trademarks, trademark registrations, trademark applications and trademark licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all Secured Obligations (as defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each trademark, trademark registration and trademark application, including, without limitation, the trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto and incorporated herein by reference, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;

(2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each trademark license referred to in Schedule 1 annexed hereto and incorporated herein by reference; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademark registrations referred to in Schedule 1 annexed hereto and incorporated herein by reference, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Credit Agreement and the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made


and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Amended and Restated Trademark Security Agreement amends and restates (but does not extinguish) that certain Trademark Security Agreement dated February 6, 2013, executed by Grantor to and in favor of Secured Party and recorded with the United States Patent and Trademark Office on February 6, 2013, at Reel/Frame 4956/0871 (the "Existing Trademark Security Agreement"), provided that none of the security interests or liens created by the Existing Trademark Security Agreement are terminated or extinguished and all such security interests or liens are hereby ratified and confirmed and continued in full force and effect under and pursuant to this Amended and Restated Trademark Security Agreement.

IN WITNESS WHEREOF, Grantor and Secured Party have caused this Amended and Restated Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date set forth above.

**GRANTOR:**

TRUMAN ARNOLD COMPANIES

By:   
Name: Steven McMillen  
Title: Senior Vice President and Chief  
Financial Officer

**SECURED PARTY:**





CITIBANK, N.A.,  
as administrative agent

By: \_\_\_\_\_  
Name: Randy Humphreys  
Title: Director

**Randy Humphreys  
Sr. Group Manager, Director  
GEID 1010503975  
Citibank N.A.  
2001 Ross Ave Ste 4300  
Dallas, TX 75201  
214-647-0784**

Schedule 1  
to Trademark  
Security Agreement

Trademarks and Servicemarks:

Mark	Country	Owner	Serial or Reg. No.
KEYSTONE AVIATION	US	Truman Arnold Companies	85/653,134
TAC AIR	US	Truman Arnold Companies	3,953,150
	US	Truman Arnold Companies	3,953,151
TACENERGY	US	Truman Arnold Companies	2,807,462
	US	Truman Arnold Companies	2,809,435
	US	Truman Arnold Companies	2,281,039
	US	Truman Arnold Companies	2,292,318
TAC AIR	US	Truman Arnold Companies	1,731,648
ENERGIZE YOUR FUEL	US	Truman Arnold Companies	4,850,731
ENERGIZE YOUR FUEL	US	Truman Arnold Companies	5,023,443
GET YOUR TAIL # IN HERE	US	Truman Arnold Companies	4,850,732
THE COMPLETE SOLUTION	US	Truman Arnold Companies	4,850,733
ENHANCE YOUR BUSINESS	US	Truman Arnold Companies	4,850,735