

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM555047

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------|----------|----------------|--|
| Sentient Jet, LLC | | 12/27/2019 | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | Jefferies Finance LLC, as Administrative Agent |
| Street Address: | 520 Madison Avenue |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10022 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 9

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 2805846 | SENTIENT |
| Registration Number: | 4305088 | SENTIENT JET |
| Registration Number: | 2863681 | THE SMARTEST WAY TO FLY PRIVATELY |
| Registration Number: | 2811864 | OWN THE EXPERIENCE. NOT THE JET. |
| Registration Number: | 4695431 | SENSIBLE, INTELLIGENT PRIVATE AVIATION |
| Registration Number: | 5304845 | SENTIENT JET |
| Registration Number: | 5240025 | FLIGHT COMMAND |
| Registration Number: | 5195281 | A MORE THOUGHTFUL WAY TO FLY |
| Registration Number: | 5850352 | SENTIENT CERTIFIED |

CORRESPONDENCE DATA

Fax Number: 3129939767

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: 3129932622

Email: gayle.grocke@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 330 N Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

CH \$240.00 2805846

| | |
|--|-----------------|
| ATTORNEY DOCKET NUMBER: | 038507-0830 |
| NAME OF SUBMITTER: | Gayle D. Grocke |
| SIGNATURE: | /gdg/ |
| DATE SIGNED: | 12/27/2019 |
| Total Attachments: 5 source=Project Elevate - Sentient Jet Trademark Security Agreement [Executed]#page1.tif source=Project Elevate - Sentient Jet Trademark Security Agreement [Executed]#page2.tif source=Project Elevate - Sentient Jet Trademark Security Agreement [Executed]#page3.tif source=Project Elevate - Sentient Jet Trademark Security Agreement [Executed]#page4.tif source=Project Elevate - Sentient Jet Trademark Security Agreement [Executed]#page5.tif | |

TRADEMARK SECURITY AGREEMENT, dated as of December 27, 2019 (this “Agreement”), between Sentient Jet, LLC, a Delaware limited liability company (the “Grantor”) and Jefferies Finance LLC, as administrative agent and collateral agent (in such capacities, together with its successors and assigns, the “Administrative Agent”).

Reference is made to (a) the Credit Agreement, dated as of December 27, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among One Sky Flight Holdings, LLC (“Holdings”), One Sky Flight, LLC (the “Borrower”), the Lenders from time to time party thereto and the Administrative Agent, and (b) the Guarantee and Collateral Agreement, dated as of December 27, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Borrower, Holdings, each Subsidiary Loan Party (as defined in the Credit Agreement) from time to time party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Loan Parties party hereto (other than the Borrower) are Affiliates of the Borrower and will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment in full of the Obligations, the Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by the Grantor or in, to or under which the Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the “Trademark Collateral”):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, global top level domain names, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and use based registration applications in the United States Patent and Trademark Office, all extensions or renewals thereof, and all common law rights related thereto, including any of the foregoing set forth on Schedule I;
- (b) all goodwill of the business associated therewith or symbolized thereby; and
- (c) all rights to sue or otherwise recover for past, present and future infringement, dilution, and other violations of any of the foregoing;

provided that “Trademark Collateral” shall not include (i) any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law or (ii) any other Excluded Assets.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.


SECTION 4. Counterparts; Governing Law. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement. This Agreement shall be governed by the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SENTIENT JET, LLC, as
Grantor

by


Name: Michael A. Rossi
Title: Manager

JEFFERIES FINANCE LLC, as
Administrative Agent,

by

Name:
Title:

[Signature Page to Trademark Security Agreement (Sentient Jet, LLC)]

TRADEMARK
REEL: 006826 FRAME: 0691

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

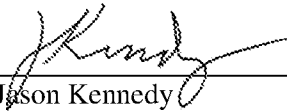
SENTIENT JET, LLC, as
Grantor

by

Name:
Title:

JEFFERIES FINANCE LLC, as
Administrative Agent,

By



Name: Jason Kennedy
Title: Managing Director

SCHEDULE I

Trademarks/Trade Names Owned by Sentient Jet, LLC

U.S. Trademark Registrations

| <u>Mark</u> | <u>Registration No.</u> |
|---|-------------------------|
| SENTIENT | 2805846 |
| SENTIENT JET | 4305088 |
| THE SMARTEST WAY TO FLY PRIVATELY | 2863681 |
| OWN THE EXPERIENCE. NOT THE JET. | 2811864 |
| SENSIBLE, INTELLIGENT PRIVATE AVIATION | 4695431 |
| Sentient Jet corner logo | 5304845 |
| FLIGHT COMMAND | 5240025 |
| A MORE THOUGHTFUL WAY TO FLY | 5195281 |
| SENTIENT CERTIFIED | 5850352 |

Use Based U.S. Trademark Applications

None.