

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557253

| | | | |
|---|------------------------------|-----------------------|-------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| The Bank of New York Mellon Trust Company N.A. | | 01/09/2020 | National Banking Association: |
| RECEIVING PARTY DATA | | | |
| Name: | Pattonair USA, Inc. | | |
| Street Address: | 1900 Robotics Place | | |
| City: | Fort Worth | | |
| State/Country: | TEXAS | | |
| Postal Code: | 76118 | | |
| Entity Type: | Corporation: TEXAS | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3885100 | UNISEAL | |
| Registration Number: | 2279133 | AB | |
| 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: | 212-728-8000 | | |
| Email: | ipdept@willkie.com | | |
| Correspondent Name: | Max Goodman | | |
| Address Line 1: | 787 Seventh Avenue | | |
| Address Line 4: | New York, NEW YORK 10019 | | |
| NAME OF SUBMITTER: | Max Goodman | | |
| SIGNATURE: | /Max Goodman/ | | |
| DATE SIGNED: | 01/13/2020 | | |
| Total Attachments: 6 | | | |
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the “Release”) is made this 9 day of January, 2020 (the “Release Date”) by The Bank of New York Mellon Trust Company, N.A., as trustee (in such capacity, the “Trustee”) on behalf of the holders (the “Holders”) and notes collateral agent (in such capacity, the “Notes Collateral Agent”), for the benefit of Pattonair USA, Inc. (the “Grantor”).

WHEREAS pursuant to that certain indenture, dated as of October 31, 2017 by and among Pioneer Holding, LLC, Pioneer Finance Corporation, the Guarantors from time to time party thereto, the Trustee and the Notes Collateral Agent (as at any time prior to the date hereof amended, supplemented or otherwise modified, the “Indenture”), issued certain Notes (as defined in the Indenture);

WHEREAS, Grantor, certain other grantors party thereto and the Notes Collateral Agent have entered into the US Security Agreement, dated as of October 31, 2017 (the “Security Agreement”) pursuant to which Grantor pledged, assigned, transferred and granted to the Notes Collateral Agent, for the benefit of the Secured Creditors, a security interest in, all of its right, title and interest in, to and under the Collateral, including, without limitation all of the right, title and interest of Grantor in, to and under all of the following (collectively, the “Trademark Collateral”):

- (i) all of its Trademarks and all Intellectual Property Licenses with respect to Trademarks (each, a “Trademark Intellectual Property License”) to which it is a party including those referred to on Schedule I hereto;
- (ii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark and each Trademark Intellectual Property License; and
- (iii) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) the right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

WHEREAS, the Notes Collateral Agent has filed with the United States Patent and Trademark Office (the “USPTO”) a Trademark Security Agreement dated as of October 31, 2017 (the “Trademark Security Agreement”);

WHEREAS, the Trademark Security Agreement was recorded by the USPTO on October 31, 2017, at Reel 6194, Frame 0077; and

WHEREAS, the Notes Obligations (other than contingent indemnification obligations as to which no claim has been made) and the Security Agreement and all commitments have been

terminated, and the Grantor has requested that the Notes Collateral Agent release its Security Interest in the Trademark Collateral.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Notes Collateral Agent agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, the Notes Collateral Agent hereby irrevocably and forever terminates, releases and discharges, without recourse, representation or warranty of any kind, the Trademark Security Agreement, any and all of its Security Interest in, and all of its right, title and interest in, to and under, the Trademark Collateral granted by Grantor under the Indenture or the Security Agreement.

2. Recordation of Release. The Notes Collateral Agent understands and agrees that this Release may be recorded by or for Grantor with the USPTO.

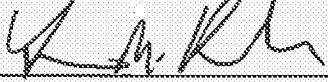
3. Further Actions. The Notes Collateral Agent further agrees to execute any other documents (in form and substance reasonably satisfactory to the Notes Collateral Agent) and take any further action reasonably requested by Grantor to effect the intent and purpose of this Release; provided, that all such documents are to be prepared by counsel to the applicable Grantor and the cost and expense of such documents and actions shall be borne solely by the applicable Grantor.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Notes Collateral Agent has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Notes Collateral Agent

By: 

Name:

Title: LAWRENCE M. KUSCH
VICE PRESIDENT

[Signature Page to Termination and Release of Security Interest in Trademarks]

TRADEMARK
REEL: 006836 FRAME: 0863

Schedule I

Trademarks

| OWNER | TRADEMARK | Registration # | Registration Date | Status |
|------------------------|------------------|-----------------------|--------------------------|---------------|
| PATTONAIR USA, INC. | UNISEAL | 3885100 | 12/07/2010 | REGISTERED |
| PATTONAIR USA, INC. | AB | 2279133 | 09/21/1999 | REGISTERED |

PIONEER HOLDING, LLC

PIONEER FINANCE CORPORATION

c/o The Corporation Trust Company
1209 Orange Street
Wilmington
Delaware 19801

NOTICE TO HOLDERS OF REDEMPTION PRICE

To the Holders of 9.00% Senior Secured Notes due 2022 of Pioneer Holding, LLC, as Issuer, and Pioneer Finance Corporation, as Co-Issuer (ISIN: USU72357AA17 (Regulation S); and US72369PAA66 (Rule 144A) and CUSIP: U72357 AA11 (Regulation S); and 72369P AA6 (Rule 144A))

January 8, 2020

Ladies and Gentlemen:

On behalf of Pioneer Holding, LLC (the “**Issuer**”) and Pioneer Finance Corporation (the “**Co-Issuer**” and, together with the Issuer, the “**Issuers**”), this notice is being furnished to you pursuant to (i) Section 3.03 of the Indenture, dated as of October 31, 2017 (the “**Indenture**”), by, among others, the Issuer, the Co-Issuer, The Bank of New York Mellon Trust Company, N.A., as trustee (the “**Trustee**”) and collateral agent (the “**Notes Collateral Agent**”) and the Guarantors party thereto, providing for the issuance of the Issuers’ \$280,000,000 9.00% Senior Secured Notes due 2022 (the “**Notes**”), (ii) paragraph 9 of the reverse side of the Notes, (iii) paragraph 4 of the Notice to Holders of Conditional Full Redemption, dated as of September 27, 2019 (the “**Original Notice**”), (iv) paragraph 3 of the Notice to Holders of Extension of Conditional Full Redemption, dated as of October 25, 2019, (v) paragraph 3 of the Notice to Holders of Second Extension of Conditional Full Redemption, dated as of November 11, 2019 and (vi) paragraph 3 of the Notice to Holders of Third Extension of Conditional Full Redemption, dated as of December 5, 2019, (v) paragraph 3 of the Notice to Holders of Fourth Extension of Conditional Full Redemption, dated as of December 16, 2019, and (vi) paragraph 3 of the Notice to Holders of fifth Extension of Conditional Full Redemption Dated as of December 27, 2019. Unless otherwise specified herein, capitalized terms used herein have the meanings ascribed to such terms in the Indenture.

This letter serves as notice that:

1. The Condition (as defined in the Original Notice) has been satisfied as of the date hereof.
2. The “**Redemption Date**” will be January 9, 2020.
3. The Redemption Price shall be equal to \$1,045.00 per \$1,000 of the aggregate principal amount of the Notes plus accrued and unpaid interest to (but not including) the

Redemption Date (being \$17.00 per \$1,000 of the aggregate principal amount of the Notes).

Holders should consult their tax advisors as to their qualification for exemption from backup withholding and the procedure for obtaining an exemption.

PIONEER HOLDING, LLC

PIONEER FINANCE CORPORATION