

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560498

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
iFly Holdings LLC		01/31/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., as Administrative Agent
Street Address:	221 W. 6th Street, 2nd Floor
Internal Address:	TX3-8211
City:	Austin
State/Country:	TEXAS
Postal Code:	78701
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	88413315	CHOOSE TO FLY
Serial Number:	88413363	CHOOSE TO FLY
Serial Number:	87732289	FLIGHT LIGHTS
Serial Number:	87523336	
Serial Number:	87520829	TAKE FLIGHT
Serial Number:	87153701	IFLY
Serial Number:	87153194	
Serial Number:	87520825	IFLY
Serial Number:	87029416	
Serial Number:	87114716	IFLY
Serial Number:	86779153	IFLY

CORRESPONDENCE DATA

Fax Number:

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: 3129932652

Email: heather.poitras@lw.com

Correspondent Name: Heather Poitras

TRADEMARK

Address Line 1: 330 North Wabash
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 049067-0266 hp

NAME OF SUBMITTER: Heather Poitras

SIGNATURE: /hp/

DATE SIGNED: 02/05/2020

Total Attachments: 6

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**SUPPLEMENTAL
TRADEMARK SECURITY AGREEMENT**

THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of January 31, 2020, is by and among IFLY HOLDINGS LLC ("Grantor"), a Delaware limited liability company, and JPMORGAN CHASE BANK, N.A., a national banking association, in its capacity as Administrative Agent (in such capacity, the "Administrative Agent"), under that certain Third Amended and Restated Credit Agreement (as amended, restated and supplemented from time to time, the "Credit Agreement") dated as of February 1, 2016, by and among Administrative Agent, the Grantor, the other Loan Parties now or hereafter party thereto, and each of the Lenders now or hereafter party thereto (individually, a "Lender" and, collectively, the "Lenders").

WHEREAS, the Grantor, the other Loan Parties, Administrative Agent and Lenders entered into the Credit Agreement;

WHEREAS, the Grantor, the other Loan Parties which are domestic Subsidiaries of the Borrower and Administrative Agent entered into that certain Third Amended and Restated Pledge and Security Agreement dated as of February 1, 2016 (said Third Amended and Restated Pledge and Security Agreement, as the same may be hereafter amended, restated, modified, supplemented and in effect from time to time, is herein called the "General Security Agreement"), which sets forth in more detail certain terms and conditions relating to the matters agreed to herein; and

WHEREAS, the Credit Agreement contemplates the execution of this Agreement by the parties hereto and the recordation of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. GRANT OF SECURITY INTEREST. GRANTOR DOES HEREBY GRANT TO ADMINISTRATIVE AGENT, FOR THE BENEFIT AND ON BEHALF OF ADMINISTRATIVE AGENT, LENDERS AND OTHER HOLDERS OF ANY SECURED OBLIGATIONS, A CONTINUING SECURITY INTEREST IN ALL OF THE FOLLOWING (ALL OF THE FOLLOWING BEING HEREIN COLLECTIVELY REFERRED TO AS THE "TRADEMARK COLLATERAL"), WHETHER PRESENTLY EXISTING OR HEREAFTER ARISING OR ACQUIRED, TO SECURE THE PAYMENT OF THE SECURED OBLIGATIONS:

A. all of Grantor's right, title, and interest in and to the following (collectively the "Trademarks"): (i) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including, without limitation, each Trademark listed on Schedule 1 attached hereto; (ii) all licenses of the foregoing, whether as licensee or licensor; (iii) all renewals of the foregoing; (iv) all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past,

present and future infringements thereof; (v) all rights to sue for past, present, and future infringements of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (vi) all rights corresponding to any of the foregoing throughout the world; and

B. all substitutions for and improvements, products and proceeds of, and all renewals and replacements of, any of the foregoing, and all general intangibles relating to or arising in connection with any of the foregoing.

II. CERTAIN LIMITED EXCLUSIONS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL THE TRADEMARK COLLATERAL INCLUDE OR THE SECURITY INTEREST GRANTED UNDER SECTION 1(A) HEREOF ATTACH TO 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 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.

III. MISCELLANEOUS. THIS SECURITY INTEREST IS GRANTED IN CONJUNCTION WITH THE LIENS GRANTED TO ADMINISTRATIVE AGENT, FOR THE BENEFIT AND ON BEHALF OF ADMINISTRATIVE AGENT, LENDERS AND ANY OTHER HOLDERS OF ANY SECURED OBLIGATIONS, PURSUANT TO THE GENERAL SECURITY AGREEMENT. THE GRANTOR DOES HEREBY FURTHER ACKNOWLEDGE AND AFFIRM THAT THE RIGHTS AND REMEDIES OF ADMINISTRATIVE AGENT WITH RESPECT TO THE SECURITY INTEREST IN THE TRADEMARK COLLATERAL MADE AND GRANTED HEREBY ARE MORE FULLY SET FORTH IN THE GENERAL SECURITY AGREEMENT AND THE CREDIT AGREEMENT, THE TERMS AND PROVISIONS OF WHICH ARE INCORPORATED BY REFERENCE HEREIN AS IF FULLY SET FORTH HEREIN. THE TERMS AND PROVISIONS HEREOF ARE IN ADDITION TO, AND NOT IN LIMITATION OF OR LIMITED BY, THOSE OF THE GENERAL SECURITY AGREEMENT, THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS. THE ATTACHED SCHEDULE 1 IS INCORPORATED HEREIN BY REFERENCE FOR ALL PURPOSES. CAPITALIZED TERMS USED HEREIN AND NOT OTHERWISE DEFINED SHALL HAVE THE MEANING GIVEN TO THEM IN THE CREDIT AGREEMENT. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS AND OTHER APPLICABLE LAWS OF THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION, THE UNITED STATES TRADEMARK LAWS. THIS AGREEMENT SHALL BE BINDING UPON THE GRANTOR, AND THE TRUSTEES, RECEIVERS, SUCCESSORS AND

ASSIGNS OF THE GRANTOR, INCLUDING ALL SUCCESSORS IN INTEREST OF THE GRANTOR IN AND TO ALL OR ANY PART OF THE TRADEMARK COLLATERAL, AND SHALL BENEFIT ADMINISTRATIVE AGENT AND ITS SUCCESSORS AND ASSIGNS. IF ANY PROVISION OF THIS AGREEMENT IS HELD TO BE ILLEGAL, INVALID OR UNENFORCEABLE UNDER PRESENT OR FUTURE LAWS, THE LEGALITY, VALIDITY AND ENFORCEABILITY OF THE REMAINING PROVISIONS OF THIS AGREEMENT SHALL NOT BE AFFECTED THEREBY, AND THIS AGREEMENT SHALL BE LIBERALLY CONSTRUED SO AS TO CARRY OUT THE INTENT OF THE PARTIES TO IT. THIS AGREEMENT MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, ALL OF WHICH TAKEN TOGETHER SHALL CONSTITUTE ONE AND THE SAME AGREEMENT, AND ANY OF THE PARTIES HERETO MAY EXECUTE THIS AGREEMENT BY SIGNING ANY SUCH COUNTERPART. THE SECTION HEADINGS APPEARING IN

THIS AGREEMENT HAVE BEEN INSERTED FOR CONVENIENCE ONLY AND SHALL BE GIVEN NO SUBSTANTIVE MEANING OR SIGNIFICANCE WHATEVER IN CONSTRUING THE TERMS AND PROVISIONS OF THIS AGREEMENT.

[Signature Page(s) to Follow]

IN WITNESS WHEREOF, the undersigned Grantor and Administrative Agent have caused this Agreement to be duly executed by their respective officers thereunto as of the effective date first set forth above.


"Grantor"

IFLY HOLDINGS LLC,
a Delaware limited liability company

By

Name:

Title:



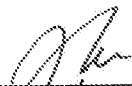
A. NOORMOHAMED
CFO

[SIGNATURE PAGE(S) TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006856 FRAME: 0589




"Administrative Agent"

JPMORGAN CHASE BANK, N.A.,
a national banking association, as Administrative
Agent

By: 
Name: Joseph F. Walsh
Title: Authorized Officer

**SCHEDULE 1 to
Trademark Security Agreement**

U.S. Trademark Registrations and Applications

Trademark	Serial No Serial Date	Reg. No. Reg. Date
CHOOSE TO FLY	88413315 5/2/19	
CHOOSE TO FLY	88413363 5/2/19	
FLIGHT LIGHTS	87732289 12/22/17	
	87523336 7/11/17	
TAKE FLIGHT	87520829 7/9/17	
IFLY	87153701 8/29/16	
	87153194 8/28/16	
IFLY	87520825 7/9/17	5698208 3/12/19
	87029416 5/9/16	5666943 1/29/19
IFLY	87114716 7/25/16	5377650 1/16/18
IFLY	86779153 10/6/15	5656067 1/15/19