

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM569808

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Secure Identity, LLC		03/31/2020	Limited Liability Company: DELAWARE
Alclear, LLC		03/31/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JP Morgan Chase Bank, N.A.		
Street Address:	10 South Dearborn		
Internal Address:	Floor L2, Suite IL 1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5922167	YOU GET YOU PLACES	
Registration Number:	5169985	CLEAR	
Registration Number:	4091914	CLEARLANE	
Registration Number:	3118406	CLEAR	
Registration Number:	5187311	FAST CLASS	
Serial Number:	88698258	YOU ARE ALL YOU NEED	
Serial Number:	88833268	CLEAR PASS	
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:	Spencer Simon		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		

CH \$190.00 5922167

ATTORNEY DOCKET NUMBER:	125180.6
NAME OF SUBMITTER:	Spencer Simon
SIGNATURE:	/Spencer Simon/
DATE SIGNED:	03/31/2020

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 31, 2020, is made by ALCLEAR, LLC a Delaware limited liability company, and SECURE IDENTITY, LLC, a Delaware limited liability company (each, a "Grantor," and collectively, the "Grantors"), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent for the Lenders party to the Credit Agreement referred to below (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as it may be amended, modified, restated, or otherwise supplemented from time to time, the "Credit Agreement"), by and among ALCLEAR HOLDINGS, LLC, a Delaware limited liability company, as borrower, certain of its subsidiaries from time to time party thereto, as guarantors, the lenders from time to time party thereto (the "Lenders") and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Grantors;

WHEREAS, in connection with the Credit Agreement, the Grantors, the other Loan Parties (as defined in the Credit Agreement) and the Administrative Agent have entered into that certain Pledge and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, the Grantors are required to execute and deliver to the Administrative Agent this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks, including those referred to on Schedule I hereto, excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all extensions and renewals of the foregoing;

(c) all goodwill connected with the use of, and symbolized by, each such Trademark;

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interests in the Trademark Collateral 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 of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control. This Agreement shall constitute a Collateral Document and a Loan Document (as such terms are defined in the Credit Agreement).

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Administrative Agent and the Grantors.

5. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of New York.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

[Remainder of this page intentionally left blank]

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

GRANTORS:

ALCLEAR, LLC

By: 
Name: Kenneth Cornick
Title: President

SECURE IDENTITY, LLC

By: 
Name: Kenneth Cornick
Title: President

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: *H. Kapadia*

Name: Hormuz Kapadia

Title: Authorized Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Title	Status	Country	Registration / Serial Number
YOU GET YOU PLACES	REGISTERED	UNITED STATES	5,922,167
CLEAR	REGISTERED	UNITED STATES	5,169,985
CLEARLANE	REGISTERED	UNITED STATES	4,091,914
CLEAR	REGISTERED	UNITED STATES	3,118,406
FAST CLASS	REGISTERED	UNITED STATES	5,187,311
YOU ARE ALL YOU NEED	PENDING	UNITED STATES	88/698,258
CLEAR PASS	PENDING	UNITED STATES	88/833,268