

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM582346

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DAL Global Services, LLC		06/19/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Synovus Bank		
Street Address:	1200 Ashwood Parkway		
Internal Address:	Suite 150		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30338		
Entity Type:	banking corporation: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3775734	SMARTRACK	
Registration Number:	3897826	DGS A WHOLLY OWNED SUBSIDIARY OF DELTA A	
CORRESPONDENCE DATA			
Fax Number:	7044441111		
<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:	7044441124		
Email:	elaine.hunt@alston.com		
Correspondent Name:	Michele M. Glessner		
Address Line 1:	Alston & Bird LLP		
Address Line 2:	101 South Tryon Street, Suite 4000		
Address Line 4:	Charlotte, NORTH CAROLINA 28280-4000		
NAME OF SUBMITTER:	Elaine B. Hunt		
SIGNATURE:	/Elaine B. Hunt/		
DATE SIGNED:	06/22/2020		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 19, 2020, is made by DAL Global Services, LLC, a Delaware limited liability company (the “Grantor”), in favor of Synovus Bank (“Synovus”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Revolving Credit Agreement, dated as of June 19, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrowers, Holdings, as the Borrower Representative, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Synovus, as Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Georgia.

[SIGNATURE PAGES FOLLOW]

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

DAL GLOBAL SERVICES, LLC,
as Grantor

By: *Frank A. Argenbright Jr.*
Name: Frank A. Argenbright, Jr.
Title: Chairman

ACCEPTED AND AGREED
as of the date first above written:

SYNOVUS BANK,
as Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO THE TRADEMARK SECURITY AGREEMENT]

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

DAL GLOBAL SERVICES, LLC,
as Grantor

By: _____
Name: Frank A. Argenbright, Jr.
Title: Chairman

ACCEPTED AND AGREED
as of the date first above written:

SYNOVUS BANK,
as Agent

By: _____

Name: Brian J. Cuttie
Title: Senior Director

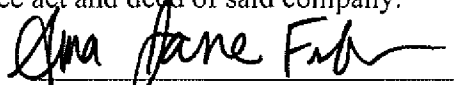
[SIGNATURE PAGE TO THE TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

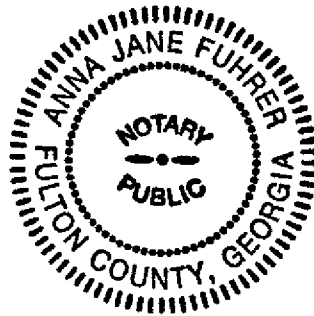
State of Georgia)
County of Fulton)

ss.

On this 18th day of June, 2020 before me personally appeared Frank A. Argenbright, Jr., who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **DAL GLOBAL SERVICES, LLC**, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Member and that he acknowledged said instrument to be the free act and deed of said company.




Notary Public



[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date	Owner
SMARTRACK	United States	RN: 3,775,734 SN: 77/605,056	Oct. 31, 2008	Apr. 13, 2010	DAL Global Services, LLC
	United States	RN: 3,897,826 SN: 77/773,785	Jul. 2, 2009	Dec. 28, 2010	DAL Global Services, LLC