

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM586120

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900556981

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK as Administrative Agent		07/01/2020	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	iFlyHoldings, LLC
Street Address:	6200 Bridgepoint Pkwy
Internal Address:	Bldg 4, Suite 400
City:	Austin
State/Country:	TEXAS
Postal Code:	78730
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Serial Number:	74665675	SKY VENTURE
Serial Number:	75706566	SKYVENTURE
Serial Number:	77098330	IFLY
Serial Number:	77586040	IFLY
Serial Number:	77710861	IFLY
Serial Number:	77586409	
Serial Number:	77767132	IFLY
Serial Number:	86388625	IFLY
Serial Number:	86379125	
Serial Number:	86758350	IFLY
Serial Number:	86779153	IFLY
Serial Number:	86758345	
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

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87153701	IFLY
Serial Number:	87153194	
Serial Number:	87520825	IFLY
Serial Number:	87029416	
Serial Number:	87114716	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: 4806469006
Email: lcorbin@tnch.com
Correspondent Name: Lindsey Corbin
Address Line 1: 668 N 44th Street
Address Line 2: 3rd Floor
Address Line 4: Phoenix, ARIZONA 85008

NAME OF SUBMITTER:	Lindsey Corbin
SIGNATURE:	/Lindsey Corbin/
DATE SIGNED:	07/13/2020

Total Attachments: 11
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**RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL** (this "Release"), dated as of July 1, 2020, is made by **JPMORGAN CHASE BANK, N.A.**, as Administrative Agent (the "Administrative Agent"), under the Credit Agreement referred to below (terms used in this Release and not herein defined shall have the meanings set forth in the Credit Agreement).

WHEREAS, in connection with that certain Credit Agreement dated as of March 22, 2013, which was Amended and Restated on April 8, 2014, which was further restated by that Second Amended and Restated Credit Agreement dated July 8, 2015 and further restated by that Third Amended and Restated Credit Agreement dated February 1, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Monroe IF Holdings, LLC, as Holdings ("Holdings"), iFly Holdings, LLC, as Borrower ("Borrower"), the other Loan Parties from time to time party thereto, the Lenders party thereto and Administrative Agent, the Lenders have agreed to make loans and extend other financial accommodations to or for the benefit of the Borrower;

WHEREAS, Holdings, the Borrower and the other Loan Parties have entered into certain Pledge and Security Agreement dated as of March 22, 2013, which was Amended and Restated on April 8, 2014, which was further restated by that Second Amended and Restated Pledge and Security dated July 8, 2015 and further restated by that Third Amended and Restated Pledge and Security Agreement dated February 1, 2016 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, in connection with the Credit Agreement, Security Agreement and pursuant to those certain agreements described on Annex I attached hereto (collectively, the "IP Security Agreements"), the Borrower and certain other Loan Parties granted security interests in the certain intellectual property owned by Borrower and the other Loan Parties, including those listed on Annex I attached hereto (the "IP Collateral"); and

WHEREAS, the IP Security Agreements were recorded in the U.S. Patent and Trademark Office on the dates and on the reels and frames set forth on Annex I hereto.

NOW THEREFORE, in consideration of the material covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby **RELEASES**, terminates and discharges, without representation, recourse or warranty whatsoever, all of its rights in, to and under, including its Lien on and security interest in, and right of setoff against, the IP Collateral, whether granted pursuant to the Security Agreement, the IP Security Agreements or any other agreement or document delivered in connection with the Credit Agreement, and the Administrative Agent hereby reassigns any and all such right, title and interest (if any) that the Administrative Agent may have in, to and under the IP Collateral to Borrower.

The Administrative Agent agrees, at Borrower's expense, to cooperate with Borrower and to provide Borrower with the information and additional authorization reasonably required or desirable to effect the release of the Administrative Agent's security interest in the released collateral described herein.

This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Administrative Agent has executed this Release as of the date first above written.

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: WAC
Name: William Canney
Title: Authorized Officer


Trademark Security Agreement dated as of March 22, 2013, by SKYVENTURE, LLC (n/k/a iFly Holdings LLC), a Delaware limited liability company, in favor of Administrative Agent, was recorded with the U.S. Patent and Trademark Office on April 15, 2013 at Reel/Frame No. 5015/0599.

Trademark (Registered)	Application No.	Registration No.	Owner
SKY VENTURE	74/665,675	2,265,189	IFLY HOLDINGS LLC (f/k/a SKYVENTURE, LLC)
SKYVENTURE	75/706,566	2,532,612	IFLY HOLDINGS LLC (f/k/a SKYVENTURE, LLC)


Trademark Security Agreement dated as of March 22, 2013, by The International Bodyflight Association, LLC, a Delaware limited liability company, in favor of Administrative Agent, was recorded with the U.S. Patent and Trademark Office on April 15, 2013 at Reel/Frame No. 5015/0692.

Trademark (Registered)	Application No.	Registration No.	Owner
INTERNATIONAL BODYFLIGHT ASSOCIATION	78/665,625	3,326,403	The International Bodyflight Association, LLC

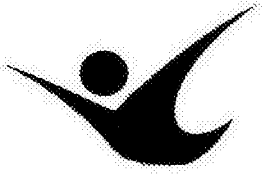
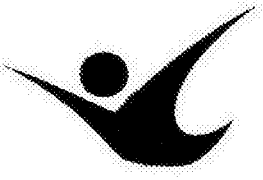
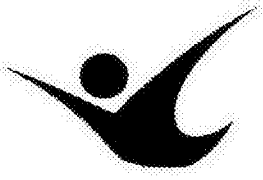
Trademark Security Agreement dated as of March 22, 2013, by SkyVenture Management, LLC (n/k/a iFly Holdings LLC), a Delaware limited liability company, in favor of Administrative Agent, was recorded with the U.S. Patent and Trademark Office on April 15, 2013 at Reel/Frame No. 5028/0236.

Trademark (Registered)	Application No.	Registration No.	Owner
IFLY	77/098,330	3,728,837	IFLY HOLDINGS LLC (f/k/a SKYVENTURE MANAGEMENT, LLC)
IFLY	77/586,040	3,735,041	IFLY HOLDINGS LLC (f/k/a SKYVENTURE MANAGEMENT, LLC)
IFLY	77/710,861	3,914,837	IFLY HOLDINGS LLC (f/k/a SKYVENTURE MANAGEMENT, LLC)
	77/586,409	3,732,473	IFLY HOLDINGS LLC (f/k/a SKYVENTURE MANAGEMENT, LLC)
IFLY	77/767,132	3,931,801	IFLY HOLDINGS LLC (f/k/a SKYVENTURE MANAGEMENT, LLC)

Trademark Security Agreement dated as of July 8, 2015 by iFly Holdings LLC, a Delaware limited liability company, in favor of Administrative Agent, was recorded with the U.S. Patent and Trademark Office on July 9, 2015, at Reel/Frame No. 5573/0143.

Trademark (Registered)	Application No.	Registration No.	Owner
IFLY	86/388,625	n/a	iFly Holdings LLC
	86/379125	4,726,954	iFly Holdings LLC





Amended and Restated Trademark Security Agreement dated as of February 1, 2016 by iFly Holdings LLC, a Delaware limited liability company, in favor of Administrative Agent, was recorded with the U.S. Patent and Trademark Office on February 1, 2016, at Reel/Frame No. 5721/0377.

Trademark (Registered)	Application No.	Registration No.	Owner
SKYVENTURE	74/665,675	2,265,189	iFly Holdings LLC
SKYVENTURE	75/706,566	2,532,612	iFly Holdings LLC
IFLY	77/098,330	3,728,837	iFly Holdings LLC
IFLY	77/586,040	3,735,041	iFly Holdings LLC
IFLY	77/710,861	3,914,837	iFly Holdings LLC
IFLY	86/758,350	5,080,442	iFly Holdings LLC
IFLY	86/779,153	INTENT TO USE, NOT FILED	iFly Holdings LLC
	77/586,409	3,732,473	iFly Holdings LLC
	86/379,125	4,726,954	iFly Holdings LLC
	86/758,345	5,080,441	iFly Holdings LLC
IFLY	77/767,132	3,931,801	iFly Holdings LLC

Amended and Restated Trademark Security Agreement dated as of February 1, 2016 by The International Bodyflight Association, LLC, a Delaware limited liability company, in favor of Administrative Agent, was recorded with the U.S. Patent and Trademark Office on February 1, 2016, at Reel/Frame No. 5721/0432.

Trademark (Registered)	Application No.	Registration No.	Owner
INTERNATIONAL BODYFLIGHT ASSOCIATION	78/665,625	3,326,403	The International Bodyflight Association, LLC

Supplemental Trademark Security Agreement dated as of January 31, 2020 by iFly Holdings LLC, a Delaware limited liability company, in favor of Administrative Agent, was recorded with the U.S. Patent and Trademark Office on February 5, 2020, at Reel/Frame No. 6856/0584.

Trademark (Registered)	Application No.	Registration No.	Owner
CHOOSE TO FLY	88/413,315		iFly Holdings LLC
CHOOSE TO FLY	88/413,363		iFly Holdings LLC
FLIGHT LIGHTS	87/732,289		iFly Holdings LLC
	87/523,336		iFly Holdings LLC
TAKE FLIGHT	87/520,829		iFly Holdings LLC
	87/153,701		iFly Holdings LLC
	87/153,194		iFly Holdings LLC
IFLY	87/520,825	5,698,208	iFly Holdings LLC
	87/029,416	5,666,943	iFly Holdings LLC
IFLY	87/114,716	5,377,650	iFly Holdings LLC
IFLY	86/779,153	5,656,067	iFly Holdings LLC