

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM585937

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FLIGHTDOCS II, LLC		07/10/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Western Alliance Bank		
Street Address:	55 Almaden Boulevard, Suite 100		
Internal Address:	Attn: Loan Operations		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87081673	FLIGHTDOCS	
Serial Number:	86790091	FLIGHTDOCS	
Serial Number:	86662476	FLIGHTDOCS	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<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:	619-699-2700		
Email:	susan.reynholds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street, Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	07/10/2020		
Total Attachments: 9			
source=Trademark Security Agreement#page1.tif			
source=Trademark Security Agreement#page2.tif			

CH \$90.00 87081673

source=Trademark Security Agreement#page3.tif
source=Trademark Security Agreement#page4.tif
source=Trademark Security Agreement#page5.tif
source=Trademark Security Agreement#page6.tif
source=Trademark Security Agreement#page7.tif
source=Trademark Security Agreement#page8.tif
source=Trademark Security Agreement#page9.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 10th day of July, 2020, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WESTERN ALLIANCE BANK, an Arizona corporation ("Bank"), as administrative agent for each member of the Lenders (in such capacity, together with its successors and assigns in such capacity "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of July 10, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among the lenders party thereto as "Lenders" (each of such lenders, together with their respective successors and permitted assigns, are referred to hereinafter each individually as a "Lender" and, collectively, the "Lenders"), Agent, ATP Intermediate, Inc., a Delaware corporation ("Holdings"), and Aircraft Technical Publishers, a California corporation ("Borrower"), the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Guaranty and Security Agreement, dated as of July 10, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group, this Trademark Security 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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants, collaterally assigns, and pledges to Agent and for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following (except to the extent any of the following constitutes Excluded Collateral), whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its U.S. Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such 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 right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks (except any trademark that constitutes Excluded Collateral), the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor (except any trademark that constitutes Excluded Collateral). Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT

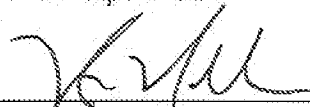
TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

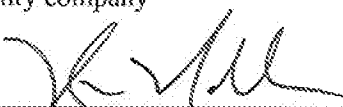
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

AIRCRAFT TECHNICAL PUBLISHERS, a
California corporation

By: 
Name: Rick Noble
Title: Chief Executive Officer

FLIGHTDOCS II, LLC, a Delaware limited
liability company

By: 
Name: Rick Noble
Title: Chief Executive Officer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WESTERN ALLIANCE BANK, an Arizona
corporation

By: _____
Name: _____
Its Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

**AIRCRAFT TECHNICAL PUBLISHERS, a
California corporation**

By: _____
Name: _____
Title: _____

**FLIGHTDOCS II, LLC, a Delaware limited
liability company**

By: _____
Name: _____
Title: _____

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WESTERN ALLIANCE BANK, an Arizona
corporation**



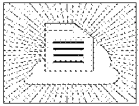
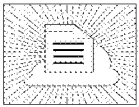

By:  _____
Name: KACE LEVINE
Its Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]



WEST\291099120

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Mark	Country	Application No./Application Date	Registration No./Registration Date	Grantor
ASKBOB	U.S.	85470453 11/11/2011	4197365 8/28/2012	Aircraft Technical Publishers
ATP	U.S.	73830505 10/10/1989	1617116 10/9/1990	Aircraft Technical Publishers
ATP & Design 	U.S.	74384343 4/28/1993	1862702 11/15/1994	Aircraft Technical Publishers
ATP AVIATION HUB & Design 	U.S.	85470885 11/11/2011	4193578 8/21/2012	Aircraft Technical Publishers
ATP MAINTENANCE DIRECTOR	U.S.	75171240 9/9/1996	2298462 12/7/1999	Aircraft Technical Publishers, Inc.
Design Only 	U.S.	85738230 9/25/2012	4541534 6/3/2014	Aircraft Technical Publishers
Design Only 	U.S.	85736771 9/24/2012	4446190 12/10/2013	Aircraft Technical Publishers
Design Only 	U.S.	85470494 11/11/2011	4185568 8/7/2012	Aircraft Technical Publishers
HUBCONNECT	U.S.	86185572 2/5/2014	4600979 9/9/2014	Aircraft Technical Publishers


HUBCONNECT	U.S.	86185644 2/5/2014	4609083 9/23/2014	Aircraft Technical Publishers
KNOWLEDGE FUELS SAFETY	U.S.	85268857 3/16/2011	4078194 12/27/2011	Aircraft Technical Publishers (California)
NAVIGATORV & Design 	U.S.	76581018 3/12/2004	3024192 12/6/2005	Aircraft Technical Publishers, Inc.
YOUR COMPLIANCE AND SAFETY PARTNER	U.S.	76686913 2/19/2008	3482901 8/12/2008	Aircraft Technical Publishers
FLIGHTDOCS Design 	U.S.	87081673 12/19/2017	5357612 12/19/2017	FLIGHTDOCS II, LLC
FLIGHTDOCS	U.S.	86790091 10/16/2015	5107598 12/27/2016	FLIGHTDOCS II, LLC
FLIGHTDOCS Design 	U.S.	86662476 6/15/2015	5076213 11/8/2016	FLIGHTDOCS II, LLC
FLIGHTDOCS	U.S. - Florida	N/A	T15000001173 11/9/2015	FLIGHTDOCS II, LLC
Design 	U.S.	88698452 11/19/2019	N/A	Aircraft Technical Publishers


Design 	U.S.	88698745 11/19/2019	N/A	Aircraft Technical Publishers
ATP AVIATION HUB	U.S.	88636908 9/30/2019	N/A	Aircraft Technical Publishers
ATP	Canada	1191114 9/18/2003	TMA664197 5/12/2006	Aircraft Technical Publishers, Inc.
ATP AIRPLANE & Design 	Canada	1191113 9/18/2003	TMA667142 7/7/2006	Aircraft Technical Publishers, Inc.

Trade Names

None.

Common Law/Unregistered Trademarks

Title	Status	Grantor
Shiptrak	Not Registered	Flightdocs II, LLC
FD Connect	Not Registered	Flightdocs II, LLC
Flightdocs Operations	Not Registered	Flightdocs II, LLC
Flightdocs Enterprise	Not Registered	Flightdocs II, LLC
Flightdocs HMX	Not Registered	Flightdocs II, LLC
Flightdocs Maintenance	Not Registered	Flightdocs II, LLC
 always ready.	Not yet registered	Aircraft Technical Publishers

	Not yet registered	Aircraft Technical Publishers
---	--------------------	-------------------------------

Trademarks Not Currently In Use

None.

Trademark Licenses

None.