

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM605470

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Aviation West Charters Holdings, LLC		10/13/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fortress Credit Corp.		
<b>Street Address:</b>	1345 Avenue of the Americas, 46th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10105		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4652371	ONE CALL ONE PERSON ONE TOUCH	
<b>Registration Number:</b>	4383869	A	
<b>Registration Number:</b>	4528712	ANGEL MEDFLIGHT PRODUCTIONS	
<b>Registration Number:</b>	4504188	AVIATION WEST CHARTERS	
<b>Registration Number:</b>	4446674	AW	
<b>Registration Number:</b>	4510496	MY REAL LIFE MOMENT	
<b>Registration Number:</b>	4095574	BEDSIDE-TO-BEDSIDE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	7044441124		
<b>Email:</b>	elaine.hunt@alston.com		
<b>Correspondent Name:</b>	Michele M. Glessner		
<b>Address Line 1:</b>	Alston & Bird LLP		
<b>Address Line 2:</b>	101 South Tryon Street, Suite 4000		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28280-4000		
<b>NAME OF SUBMITTER:</b>	Elaine B. Hunt		
<b>SIGNATURE:</b>	/Elaine B. Hunt/		

CH \$190.00 4652371

<b>DATE SIGNED:</b>	10/28/2020
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**Total Attachments: 5**  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 13, 2020, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Fortress Credit Corp. (“Fortress”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

## WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 13, 2020, by and among Aviation West Charters Holdings, LLC, a Delaware limited liability company (the “Borrower”), AWC-MH Intermediate, LLC, a Delaware limited liability company (“Holdings”), each of the other entities from time to time party thereto, the Lenders and Fortress, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (and such agreement may be amended, restated, amended and 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 the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each 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. Each 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 such 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 such Grantor (the “Trademark Collateral”):

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

(a) all renewals and extensions of the foregoing;

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

(c) 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 each 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. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such 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 New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

**AVIATION WEST CHARTERS, LLC**  
as Grantor

By:  \_\_\_\_\_

**Name: Matthew Schulz**

**Title: Vice President and Assistant Secretary**

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 007088 FRAME: 0683**

ACCEPTED AND AGREED  
as of the date first above written:

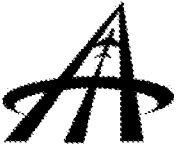


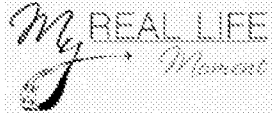
**FORTRESS CREDIT CORP.**  
as Agent

By: \_\_\_\_\_  
Name: Marc K. Furstein  
Title: Chief Operating Officer

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Country/ Jurisdiction	Registration No..	Registration Date	Owner
ONE CALL ONE PERSON ONE TOUCH	United States	RN: 4,652,371	Dec. 9, 2014	Aviation West Charters, Inc.
A and Design 	United States	RN: 4,383,869	Aug. 13, 2013	Aviation West Charters, LLC
ANGEL MEDFLIGHT PRODUCTIONS and Design 	United States	RN: 4,528,712	May 13, 2014	Aviation West Charters, LLC
AVIATION WEST CHARTERS	United States	RN: 4,504,188	Apr. 1, 2014	Aviation West Charters, LLC
AW (Stylized) 	United States	RN: 4,446,674	Dec. 10, 2013	Aviation West Charters, LLC
MY REAL LIFE MOMENT and Design 	United States	RN: 4,510,496	Apr. 8, 2014	Aviation West Charters, LLC
Bedside-to-Bedside®	United States	RN: 4,095,574	Feb. 7, 2012	Aviation West Charters, LLC

2. TRADEMARK APPLCATIONS

N/A

3. IP LICENSES

N/A