

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM631284

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mach 1 Air Services, LLC		03/10/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bain Capital Credit, LP, as Collateral Agent		
Street Address:	200 Clarendon Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3356420	MACH 1	
Registration Number:	4317469	OTHERS PROMISE, WE DELIVER	
Registration Number:	3419390	SERVICE WITHOUT BORDERS	
Registration Number:	3469221	M1GLOBALTRACK	
Registration Number:	3536649	M1	
Registration Number:	3469169	M1 GLOBAL SERVICES	
Registration Number:	3428679	M1 GLOBAL LOGISTICS	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	66478 / 170		
NAME OF SUBMITTER:	Christine Slattery		

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SIGNATURE:	/Christine Slattery/
DATE SIGNED:	03/11/2021
Total Attachments: 7 source=Project Omni - Second Lien IP Security Agreement Supplement (Mach 1 Joinder) (Executed)#page1.tif source=Project Omni - Second Lien IP Security Agreement Supplement (Mach 1 Joinder) (Executed)#page2.tif source=Project Omni - Second Lien IP Security Agreement Supplement (Mach 1 Joinder) (Executed)#page3.tif source=Project Omni - Second Lien IP Security Agreement Supplement (Mach 1 Joinder) (Executed)#page4.tif source=Project Omni - Second Lien IP Security Agreement Supplement (Mach 1 Joinder) (Executed)#page5.tif source=Project Omni - Second Lien IP Security Agreement Supplement (Mach 1 Joinder) (Executed)#page6.tif source=Project Omni - Second Lien IP Security Agreement Supplement (Mach 1 Joinder) (Executed)#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (“**IP Security Agreement Supplement**”) dated as of March 10, 2021, is made by the Person listed on the signature page hereof (the “**Grantor**”) in favor of Bain Capital Credit, LP (“**Bain Capital**”), as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Omni Parent, LLC, a Delaware limited liability company (“**Holdings**”) Omni Intermediate Holdings, a Delaware limited liability company (the “**Borrower**”), each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”), and Bain Capital, as administrative agent for the Lenders and as Collateral Agent, entered into that certain Secured Second Lien Credit Agreement, dated as of December 30, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or, not defined therein, as defined in the Security Agreement referred to below.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Credit Agreement, each Grantor has executed and delivered that certain Second Lien Security Agreement, dated as of December 30, 2020, made by the Persons listed on signature pages thereof (collectively, the “**Grantors**”) to the Collateral Agent for the Secured Parties (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) and that certain Intellectual Property Security Agreement, dated as of December 30, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following, except for any Excluded Property (the “**Additional Collateral**”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “**Patents**”);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the “**Trademarks**”);

(iii) the copyright registrations and applications set forth in Schedule C hereto (the “**Copyrights**”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) all any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Supplement to Security Agreement. Part I of Schedule V to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment and performance of Secured all Obligations.

SECTION 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict or inconsistency between this IP Security Agreement and the Security Agreement, the Security Agreement shall control.

SECTION 6. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MACH 1 AIR SERVICES, LLC

By 

Name: Randal S. Dumas

Title: Treasurer

Address for Notices:

Omni Intermediate Holdings, LLC
3100 Olympus Blvd., Suite 420
Coppell, TX 75019
Attention: Randal S. Dumas
Email: rdumas@omnilogistics.com

and

c/o Ridgemont Equity Partners
101 S Tryon Street, Suite 3400
Charlotte, NC 28280
Attention: Charles Anderson and John
Grenier
Email: CAnderson@ridgemontep.com and
jgrenier@ridgemontep.com

with a copy (which shall not constitute
notice) to:

Alston & Bird LLP
333 S. Hope Street, 16th Floor
Los Angeles, California 90071-3004
Attention: Matthew J. Wrysinski
Email: matthew.wrysinski@alston.com

SCHEDULE A

United States Patents

None.

SCHEDULE B

United States Trademarks

1. REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
MACH 1 AND DESIGN	United States	3,356,420	12/18/2007	Mach 1 Air Services, LLC
OTHERS PROMISE, WE DELIVER	United States	4,317,469	4/9/2013	Mach 1 Air Services, LLC
SERVICES WITHOUT BORDERS	United States	3,419,390	4/29/2008	Mach 1 Air Services, LLC
M1GLOBALTRACK	United States	3,469,221	7/15/2008	Mach 1 Air Services, LLC
M1 AND DESIGN	United States	3,536,649	11/25/2008	Mach 1 Air Services, LLC
M1 GLOBAL SERVICES	United States	3,469,169	7/15/2008	Mach 1 Air Services, LLC
M1 GLOBAL LOGISTICS	United States	3,428,679	5/13/2008	Mach 1 Air Services, LLC

2. TRADEMARK APPLICATIONS

None.

SCHEDULE C

United States Copyrights

None.