

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM632791

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alba Wheels Up International, LLC		03/01/2021	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Deerpath Fund Services, LLC, as Agent		
Street Address:	405 Lexington Avenue, 53rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10174		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	88048378	ALBA WHEELS UP	
Serial Number:	86763580	ALBA WHEELS UP INTERNATIONAL, INC.	
Serial Number:	76551974	ALBA WHEELS UP	
Serial Number:	88048394	SUCCESS. DELIVERED.	
Serial Number:	86764709	WHEELS UP INTERNATIONAL, INC.	
Serial Number:	76551973	WHEELS UP	
CORRESPONDENCE DATA			
Fax Number:	7132266397		
<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:	713-226-6000		
Email:	TMMail@porterhedges.com		
Correspondent Name:	Jonathan Pierce		
Address Line 1:	P.O. Box 4744		
Address Line 4:	Houston, TEXAS 77210-4744		
NAME OF SUBMITTER:	Jonathan Pierce		
SIGNATURE:	/jmp/		
DATE SIGNED:	03/18/2021		

CH \$165.00 88048378

Total Attachments: 6

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of March 1, 2021 (the “**Agreement**”), by and between ALBA WHEELS UP INTERNATIONAL, LLC, a New York limited liability company (“**Debtor**”), and DEERPATH FUND SERVICES, LLC, a Delaware limited liability company, as administrative agent and collateral agent (in such capacities, together with any successors in such capacities under the Loan Agreement, “**Secured Party**”) for the ratable benefit of the Lenders (defined below).

WITNESSETH:

WHEREAS, Debtor and the other borrowers from time to time party to the Loan Agreement (as defined below) (collectively with Debtor, the “**Borrowers**”), WHEELS UP TOP INTERCO, LLC, a Delaware limited liability company (“**Holdings**”), and the other guarantors from time to time party to the Loan Agreement (collectively with Holdings, the “**Guarantors**”), the lenders from time to time party to the Loan Agreement (collectively, the “**Lenders**”), and Secured Party have entered into that certain Loan Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”);

WHEREAS, Borrowers, Guarantors and Secured Party have entered into that certain Security Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the “**Security Agreement**”), pursuant to which, among other things, Debtor has granted a first-priority lien and security interest in all or substantially all of its assets to Secured Party;

WHEREAS, as a condition to extending credit to Borrowers under the Loan Agreement, Secured Party requires that Debtor grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

WHEREAS, Debtor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend credit to Borrowers pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party and Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligation, Debtor does hereby mortgage, pledge and grant to Secured Party, for the ratable benefit of the Lenders, a continuing security interest

in, and lien on, all of the following property of Debtor (the “**IP Collateral**”), whether now or hereafter owned, acquired, existing or arising:

- (a) all of its patents, patent applications, and patent licenses to which it is a party, including but not limited to those referred to on **Schedule 1** hereto;
- (b) all of its trademarks, trademark applications, and any related licenses to which it is a party, including but not limited to those referred to on **Schedule 1** hereto, and all goodwill associated therewith or symbolized thereby;
- (c) all reissues, continuations or extensions of the foregoing; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing;

provided that, for the avoidance of doubt, the IP Collateral shall not include any Excluded Property as defined in the Security Agreement.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon Payment in Full of the Obligation, Secured Party shall, at Debtor’s expense, execute and deliver to Debtor all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

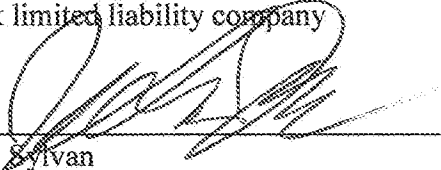
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. This Agreement may be transmitted and signed by electronic mail and facsimile, and Portable Document Format (PDF) and facsimile copies of manually-signed originals shall have the same effect as manually-signed originals and shall be binding on the parties hereto.

[Signatures Appear on Following Pages]

IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security Agreement to be executed by its duly qualified officer, to be effective for all purposes as of the date first written above.

DEBTOR:

ALBA WHEELS UP INTERNATIONAL, LLC
a New York limited liability company

By:  _____

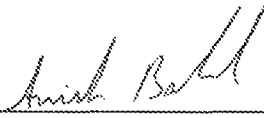
Name: Josh Sylvan

Title: Vice President and Assistant Secretary

SECURED PARTY:

DEERPATH FUND SERVICES, LLC
a Delaware limited liability company,
as Agent

By: _____



Name: Anish Bahl

Title: Chief Financial Officer

Schedule 1

to

Patent and Trademark Security Agreement

Patents

None.

Registered Trademarks, Material Unregistered Trademarks, and Applications for Registration of Trademarks

Trademark	USPTO Serial Number	USPTO Registration Number
ALBA WHEELS UP – Design Mark The mark consists of The words “Alba Wheels Up”. The word “Alba” is in large font, above the other words, and in red. The words “Wheels Up” are in smaller font, and in the color blue, located below the word “Alba”. There is a round figure to the right of the word "Alba", and is divided into three colors, blue, white and red. The white is meant to show the flight of a plane, and there is an image of plane coming out from the upper end of the white portion of the circular image, also in blue, white and red.	88048378	5696479
ALBA WHEELS UP INTERNATIONAL, INC. – Design Mark The mark consists of a globe with rings, with a floating half ring to the left side. At the end of the ring are the words “Alba Wheels Up International, Inc.”	86763580	4982199
ALBA WHEELS UP – Service Mark	76551974	2993685
SUCCESS. DELIVERED. – Service Mark	88048394	5696481
WHEELS UP INTERNATIONAL, INC. – Design Mark The mark consists of a globe with horizontal lines running through it. One floating ring that starts behind the globe and stretches out beyond the globe. The words “Wheel Up International, Inc.” are located above the floating ring.	86764709	4982248
WHEELS UP – Service Mark	76551973	2965770

[SCHEDULE 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT]