TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM642507

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FIFTH THIRD BANK, NATIONAL ASSOCIATION		04/20/2021	Corporation: OHIO

RECEIVING PARTY DATA

Name:	WESTERN AIR CHARTER, INC.
Street Address:	16700C Roscoe Blvd.
City:	Van Nuys
State/Country:	CALIFORNIA
Postal Code:	91406
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3504864	JET EDGE

CORRESPONDENCE DATA

Fax Number: 7344184213

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: 7344184212

trademark@honigman.com Email:

Angela Alvarez Sujek **Correspondent Name:**

Address Line 1: 39400 Woodward Ave # 101

Address Line 4: Bloomfield Hills, MICHIGAN 48304

ATTORNEY DOCKET NUMBER:	271272483868
NAME OF SUBMITTER:	Angela Alvarez Sujek
SIGNATURE:	/angela alvarez sujek/
DATE SIGNED:	04/27/2021

Total Attachments: 4

source=Fifth Third Trademark Release(38987967_1)#page1.tif source=Fifth Third Trademark Release(38987967 1)#page2.tif source=Fifth Third Trademark Release(38987967 1)#page3.tif source=Fifth Third Trademark Release(38987967_1)#page4.tif

> **TRADEMARK** REEL: 007272 FRAME: 0261

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS ("Release") is granted as of April 10 2021 by FIFTH THIRD BANK, NATIONAL ASSOCIATION as agent for the benefit of the Lender Parties (as defined in the Security Agreement (as defined below)) (the "Agent"), in favor of WESTERN AIR CHARTER, INC., a California corporation (the "Grantor"); and

WHEREAS, the Grantor is party to a Guaranty and Security Agreement dated as of February 15, 2019 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Security Agreement"), by and among the Grantor, the other grantors party thereto, the Agent and the lenders from time to time party thereto;

WHEREAS, the Grantor has executed and delivered the Notice of Grant of Security Interest in Trademarks, which was recorded with the United States Patent and Trademark Office on February 15, 2019, at Reel 6565 and Frame 0415 ("Trademark Agreement"), pursuant to which the Grantor granted a security interest to the Agent in all of its right, title and interest in, to and under the trademarks and trademark applications shown on Schedule I attached thereto (the "Trademark Collateral"); terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Security Agreement or the Trademark Agreement;

WHEREAS, the Agent (acting at the direction of the Lender Group) now desires to terminate and discharge fully its interest in the Trademark Collateral described in the Trademark Agreement, including, for the avoidance of doubt, the Trademarks identified in <u>Schedule A</u> annexed hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent does hereby release, terminate, cancel and discharge fully any and all liens and security interests it may have in and to the Trademark_Collateral (as defined in the Trademark Agreement). If, and to the extent that the Agent has acquired any right, title and interest in, to, and under the Trademark Collateral (as defined in the Trademark Agreement), the Agent hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor. The Agent terminates and cancels the Trademark Agreement.

The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested, at its sole cost and expense, to more fully and effectively effectuate the purposes of this Release; provided that any such further action shall be without representation or warranty by, or recourse to, the Agent, any Lender Party. The Agent hereby authorizes and requests that the United States Patent and Trademark Office note and record the present Termination and Release of Security Interest in Trademarks.

This Release may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature.

38711618.2

Americas Active: 15267703.2

Classification: Internal Use TRADEMARK
REEL: 007272 FRAME: 0262

Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Release or on any notice delivered to Agent under this Release. This Release and any notices delivered under this Release may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one Release. Delivery of an executed counterpart of a signature page of this Release and any notices as set forth herein will be as effective as delivery of a manually executed counterpart of the Release or notice.

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

38711618.2

Classification: Internal Use

TRADEMARK
REEL: 007272 FRAME: 0263

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Termination and Release of Security Interest in Trademarks as of the date above first written.

FIFTH THIRD BANK, NATIONAL ASSOCIATION as Agent

, comparation (

ny: Name

Title:

[Signature Page to Release of Security Interest in Trademarks]

Classification: Internal Use

38711618.2

SCHEDULEA

Trademarks

Mark	Jarisdiction	Mark Jurisdiction Reg No.	App. No. Class Issue Date	Cirss	Issue Date	App. Date	3. Date Status
ETEDGE	U.S.	3,504,864	7740761	039	9/23/2008	2/19/2008	Registered Renewal due
				***************************************	·,	••••	6y 9/25/2028

RECORDED: 04/27/2021

TRADEMARK REEL: 007272 FRAME: 0265