

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM656065

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AVENGER FLIGHT GROUP, LLC		06/25/2021	Limited Liability Company: FLORIDA
Papi Flight Training, LLC		06/25/2021	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4846816	AFG AVENGER FLIGHT GROUP	
Registration Number:	4846817	AFG AVENGER FLIGHT GROUP	
Registration Number:	4846727	AVENGER FLIGHT GROUP	
Registration Number:	4846728	AVENGER FLIGHT GROUP	
Registration Number:	5301736	PAPI	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	ypan@proskauer.com		
Correspondent Name:	Peter T. Martin		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	64092.001		
NAME OF SUBMITTER:	Peter T. Martin		

CH \$140.00 4846816

SIGNATURE:	/Peter T. Martin/
DATE SIGNED:	06/25/2021
Total Attachments: 7 source=Avenger Flight Group - Trademark Security Agreement#page1.tif source=Avenger Flight Group - Trademark Security Agreement#page2.tif source=Avenger Flight Group - Trademark Security Agreement#page3.tif source=Avenger Flight Group - Trademark Security Agreement#page4.tif source=Avenger Flight Group - Trademark Security Agreement#page5.tif source=Avenger Flight Group - Trademark Security Agreement#page6.tif source=Avenger Flight Group - Trademark Security Agreement#page7.tif	

Intellectual Property Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 25, 2021, is made by the entity identified on the signature page hereto as the Grantor (the "Grantor"), in favor of Wilmington Trust, National Association, as collateral agent (in such capacity, together with its successors and permitted assigns in such capacity, the "Collateral Agent") for the Secured Parties, including for the financial institutions (the "Lenders") from time to time parties to that certain Credit Agreement, dated as of June 25, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among AVENGER FLIGHT GROUP, LLC, a Florida limited liability company (the "Borrower"), AVENGER FLIGHT GROUP HOLDINGS LLC, a Delaware limited liability company ("Holdings"), certain Subsidiaries of Holdings from time to time party thereto, the Lenders from time to time party thereto, the Administrative Agent and the Collateral Agent. Capitalized terms used but not defined herein shall have the meanings assigned thereto in the Credit Agreement or the Security Agreement referred to below, as the context may require.

W I T N E S S E T H

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to that certain Pledge and Security Agreement, dated as of June 25, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Holdings, certain Subsidiaries of Holdings and the Collateral Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Lenders, the Collateral Agent and the other Secured Parties to enter into the Credit Agreement and to induce the Lenders to make their respective Loans and other financial accommodations to the Borrower thereunder, the Grantor hereby agrees with the Collateral Agent as follows:

Section 1 Grant of Security Interest in Trademark Collateral. The 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 the Grantor whether now existing or arising hereafter, hereby mortgages, pledges and hypothecates to the Collateral Agent, for the benefit of the Secured Parties, and grants to the Collateral Agent, for the benefit of the Secured Parties, a first priority Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral, whether presently existing or hereafter created or acquired (the "Trademark Collateral"):

1. all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
2. all renewals and extensions of the foregoing;
3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

4. 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 2 Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to the Collateral Agent, the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

Section 3 Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademarks Licenses subject to a security interest hereunder.

Section 4 Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

Section 5 Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK. The terms and provisions of Sections 11.13(b) (“Submission to Jurisdiction”), 11.13(c) (“Waiver of Venue”), 11.13(d) (“Service of Process”), and 11.14 (“WAIVER OF JURY TRIAL”) of the Credit Agreement are hereby incorporated by reference and shall apply to this Trademark Security Agreement, *mutatis mutandis*, as if fully set forth herein, and the parties hereto agree to such terms.

Section 6 Miscellaneous. The terms and provisions of Sections 9.01 (“Waiver”), 9.02 (“Notices”), 9.03 (“Payment of Expenses, Indemnities, Etc.”), 9.04 (“Amendments in Writing”), 9.05 (“Successors and Assigns”), 9.06 (“Severability”), 9.08 (“Survival”), 9.09 (“Captions”) and 9.10 (“No Oral Agreements”) of the Security Agreement are hereby incorporated herein by reference and shall apply to this Trademark Security Agreement, *mutatis mutandis*, as if fully set forth herein, and the parties hereto agree to such terms.

Section 7 Credit Document. This Trademark Security Agreement constitutes a “Credit Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Credit Documents.

Section 8 The Collateral Agent. The Collateral Agent shall be entitled to the protections, immunities, rights and indemnities provided to it in the Credit Agreement, all of which are hereby incorporated herein by reference, *mutatis mutandis*.

[Signature pages follow]

IN WITNESS WHEREOF, the 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.

GRANTORS:

AVENGER FLIGHT GROUP, LLC, as Grantor

By: 
Name: Elsa Gagnon
Title: Manager

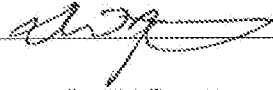
PAPI FLIGHT TRAINING, LLC, as Grantor

By: 
Name: Elsa Gagnon
Title: Manager

Acknowledged and agreed to as of the date
first written above:

COLLATERAL AGENT:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION**, as Collateral Agent

By:  _____

Name:

Title:

**David Bergstrom
Vice President**

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

1. REGISTERED TRADEMARKS & TRADEMARK APPLICATIONS

Trademark	Country	Application No. / Registration No.	Application Date / Registration Date	Owner
AFG Avenger Flight Group and Design	Colombia	SD2018/0084686 / 632404	Oct. 18, 2018 / Nov. 5, 2019	Avenger Flight Group, LLC
AFG Avenger Flight Group and Design	Colombia	SD2018/0084704 / 617939	Oct. 18, 2018 / May 7, 2019	Avenger Flight Group, LLC
Avenger Flight Group	Colombia	SD2018/0084696 / 618138	Oct. 18, 2018 / May 7, 2019	Avenger Flight Group, LLC
Avenger Flight Group	Colombia	SD2018/0084707 / 617942	Oct. 18, 2018 / May 7, 2019	Avenger Flight Group, LLC
AFG Avenger Flight Group and Design	European Union	018018734 / 018018734	Feb. 4, 2019 / July 18, 2019	Avenger Flight Group, LLC
Avenger Flight Group	European Union	018018731 / 018018731	Feb. 4, 2019 / July 18, 2019	Avenger Flight Group, LLC
AFG Avenger Flight Group and Design	Mexico	2014324 / 1883733	Feb. 26, 2018 / Feb. 26, 2018	Avenger Flight Group, LLC
AFG Avenger Flight Group and Design	Mexico	2014325 / 1893467	Feb. 26, 2018 / Feb. 26, 2018	Avenger Flight Group, LLC
Avenger Flight Group	Mexico	2014318 / 1883732	Feb. 26, 2018 / Feb. 26, 2018	Avenger Flight Group, LLC
Avenger Flight Group	Mexico	2014322 / 1880407	Feb. 26, 2018 / Feb. 26, 2018	Avenger Flight Group, LLC

AFG Avenger Flight Group Logo	Peru	801839-2019 / Pending	June 13, 2019 / Pending	Avenger Flight Group, LLC
AFG Avenger Flight Group Logo	Peru	801841-2019 / S00117461	June 13, 2019 / August 22, 2019	Avenger Flight Group, LLC
Avenger Flight Group	Peru	801838-2019 / Pending	June 13, 2019 / Pending	Avenger Flight Group, LLC
Avenger Flight Group	Peru	801840-2019 / S00117462	June 13, 2019 / August 22, 2019	Avenger Flight Group, LLC
AFG Avenger Flight Group and Design	Ukraine	m202014966 / Pending	July 27, 2020	Avenger Flight Group, LLC
Avenger Flight Group	Ukraine	m202014963 / Pending	July 27, 2020	Avenger Flight Group, LLC
AFG Avenger Flight Group and Design	United Kingdom	918018734 / 918018734	Feb. 4, 2019 / July 18, 2019	Avenger Flight Group, LLC
Avenger Flight Group	United Kingdom	918018731 / 918018731	Feb. 4, 2019 / July 18, 2019	Avenger Flight Group, LLC
AFG Avenger Flight Group and Design	USA	86211815 / 4846816	Mar. 5, 2014 / Nov. 3, 2015	Avenger Flight Group, LLC
AFG Avenger Flight Group and Design	USA	86211827 / 4846817	Mar. 5, 2014 / Nov. 3, 2015	Avenger Flight Group, LLC
Avenger Flight Group	USA	86190591 / 4846727	Feb. 11, 2014 / Nov. 3, 2015	Avenger Flight Group, LLC
Avenger Flight Group	USA	86190617 / 4846728	Feb. 11, 2014 / Nov. 3, 2015	Avenger Flight Group, LLC

Trademark	Country	Application No. / Registration No.	Application Date / Registration Date	Owner
PAPI	USA	86108157 / 5301736	Nov. 1, 2013 / Oct. 3, 2017	PAPI Flight Training, LLC

2. TRADEMARK LICENSES

None.