

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM657319

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sunset Aviation LLC		07/01/2021	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Adams Street Credit Advisors LP, as Collateral Agent		
<b>Street Address:</b>	One North Wacker Drive, Suite 2700		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90026249	CAM	
<b>Serial Number:</b>	85921843	CHARTER ALLY	
<b>Serial Number:</b>	77792765	SOLAIRUS AVIATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	212-318-6532		
<b>Email:</b>	alanagramer@paulhastings.com		
<b>Correspondent Name:</b>	ALANA GRAMER		
<b>Address Line 1:</b>	200 PARK AVENUE		
<b>Address Line 2:</b>	PAUL HASTINGS LLP		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10166		
<b>NAME OF SUBMITTER:</b>	ALANA GRAMER		
<b>SIGNATURE:</b>	/s/ AG		
<b>DATE SIGNED:</b>	07/01/2021		
<b>Total Attachments: 6</b>			
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source=Project Equinox - Trademark Security Agreement (Executed)_ (78055360_1)(156485731_2)#page2.tif			

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source=Project Equinox - Trademark Security Agreement (Executed)\_ (78055360\_1)(156485731\_2)#page6.tif

## **TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the entity identified as a grantor on the signature pages hereto (the “**Grantor**”) in favor of Adams Street Credit Advisors LP, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Collateral Agent**”).

**WHEREAS**, the Grantor is party to a Security Agreement, dated as of July 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between the Grantor and the other grantors party thereto and the Collateral Agent for the Secured Parties pursuant to which the Grantor granted a security interest to the Collateral Agent (on behalf of the Secured Parties) in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

### **SECTION 1. DEFINED TERMS**

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the respective meaning given to them in the Security Agreement.

### **SECTION 2. GRANT OF SECURITY INTEREST**

As collateral security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, the Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties constituting Collateral that are now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided* that, the Trademark Collateral shall not include any Excluded Assets (such as any intent-to-use application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use application or any registration that issues therefrom under any applicable federal law):

- (i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO, including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State

of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements, dilution or other violations thereof,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

### **SECTION 3. 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 for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. RECORDATION**

The Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

### **SECTION 5. TERMINATION**

This Trademark Security Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings and take all other actions reasonably requested by the Grantor to evidence and record the release of the security interests in the Trademark Collateral granted herein.

### **SECTION 6. GOVERNING LAW**

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

### **SECTION 7. COUNTERPARTS**

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the

same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SUNSET AVIATION LLC

By: 

Name: Mark Dennen

Title: Chief Financial Officer

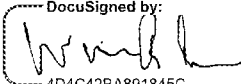
[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 007342 FRAME: 0649


**ADAMS STREET CREDIT ADVISORS LP,**  
as Collateral Agent

By: Adams Street Credit Advisors GP LLC, its general partner

By: Adams Street Partners, LLC, its member

By:   
4D4C42BA891845C  
Name: William B. Sacher  
Its: Partner

**SCHEDULE A**

<b>Record Owner</b>	<b>Mark</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
Sunset Aviation LLC	CAM	90026249	29-JUN-2020	6336814	27-APR-2021
Sunset Aviation LLC	CHARTER ALLY	85921843	02-MAY-2013	4461662	07-JAN-2014
Sunset Aviation LLC	SOLAIRUS AVIATION 	77792765	29-JUL-2009	3819663	13-JUL-2010