

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM659255

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AERION INTELLECTUAL PROPERTY MANAGEMENT CORPORATION		07/09/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BOEING ACE COLLATERAL AGENT LLC, AS COLLATERAL AGENT		
<b>Street Address:</b>	100 N. RIVERSIDE PLAZA		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77849875	AERION	
<b>Serial Number:</b>	77849907		
<b>Serial Number:</b>	86273039	GOCART	
<b>Serial Number:</b>	86346419	AERION	
<b>Serial Number:</b>	86302698	AS2	
<b>Serial Number:</b>	87399700	AERION SUPERSONIC	
<b>Serial Number:</b>	88032310	TIME MACHINE	
<b>Serial Number:</b>	88072775	SCALABLE ENGINEERING, ENABLED	
<b>Serial Number:</b>	88577173	PURESPEED	
<b>Serial Number:</b>	88577199	PROSPEED	
<b>Serial Number:</b>	88615603	BOOMLESS CRUISE	
<b>Serial Number:</b>	88577218	ONSPEED	
<b>Serial Number:</b>	88577180	SPEEDPARTS	
<b>Serial Number:</b>	88577205	CLEANSPEED	
<b>Serial Number:</b>	88577191	SPEEDTECH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			

CH \$390.00 77849875

**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.**

**Email:** IPDocket@mayerbrown.com  
**Correspondent Name:** William R. Siegel, Mayer Brown LLP  
**Address Line 1:** P.O. BOX 2828  
**Address Line 4:** CHICAGO, ILLINOIS 60690-2828

<b>ATTORNEY DOCKET NUMBER:</b>	21675095
<b>NAME OF SUBMITTER:</b>	William R. Siegel
<b>SIGNATURE:</b>	/william r siegel/
<b>DATE SIGNED:</b>	07/12/2021

**Total Attachments: 5**

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**CONFIRMATORY GRANT OF SECURITY INTERESTS  
IN UNITED STATES TRADEMARKS**

This CONFIRMATORY GRANT OF SECURITY INTERESTS IN UNITED STATES TRADEMARKS (this “**Confirmatory Grant**”) is made effective as of July 9, 2021 by and from Joseph Luzinski, not personally but solely in his capacity as assignee under the General Assignments (as defined in the Credit Agreement, as defined below) (the “**Grantor**”), to and in favor of **BOEING ACE COLLATERAL AGENT LLC**, a Delaware limited liability company, as collateral agent (together with its permitted successors in such capacity, the “**Collateral Agent**”) under the Security Agreement (defined below), for the benefit of the Secured Parties (as defined in the Security Agreement referenced below).

W I T N E S S E T H:

WHEREAS, reference is made to that certain Credit Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Grantor, as borrower, and Aerion Partners, L.P. and The Boeing Company, as lenders (together with their permitted successors and assigns, the “**Lenders**”);

WHEREAS, further reference is made to that certain Security Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor, as grantor, the Collateral Agent and the Lenders, pursuant to which the Grantor granted a security interest to the Collateral Agent for the benefit of the Secured Parties in, to and under its Collateral (including all right, title and interest of the Grantor in, to and under its Trademark Collateral described below); and

WHEREAS, pursuant to the terms of the Credit Agreement, the Grantor is required to execute and deliver this Confirmatory Grant.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in (or by reference in) the Security Agreement.

2) Grant of Security Interests. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties, as security for the Grantor’s Secured Obligations, a security interest in all right, title and interest of the Grantor in, to and under its Collateral, which includes the following (collectively, the “**Trademark Collateral**”):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers now held or hereafter acquired by the Grantor, any registration or recording of the foregoing or any thereof, and any application in connection therewith, including, without limitation, any such registration, recording, or application in the United States Patent and Trademark Office or in any similar office or agency of the United States, or any State thereof (including, without limitation, those trademark registrations and applications listed on Exhibit A to this Confirmatory Grant);

- (b) all renewals of any of the foregoing;
- (c) all rights to sue for past, present or future infringements of any of the foregoing;
- (d) all good will of the business of the Grantor connected with and symbolized by any of the foregoing; and
- (e) all Proceeds of any and all of the foregoing.

3) Acknowledgement. The security interest granted pursuant to this Confirmatory Grant 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 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 Confirmatory Grant is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

4) Governing Law. This Confirmatory Grant shall be governed by and construed in accordance with the laws of the State of Delaware without regard to conflict of laws principles.

5) Counterparts. This Confirmatory Grant 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. Delivery of an executed counterpart of a signature page of this Confirmatory Grant by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant.

6) Concerning the Collateral Agent. Boeing Ace Collateral Agent LLC is entering this Confirmatory Grant solely in its capacity as Collateral Agent under the Security Agreement, and in acting hereunder shall be entitled to all of the rights, privileges, immunities and indemnities granted to the Collateral Agent under the Security Agreement, as if such rights, privileges, immunities and indemnities were set forth herein.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

**JOSEPH LUZINSKI**, in his capacity as Assignee,  
as the Grantor



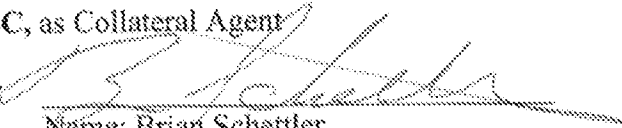
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[Signature Page to Trademark Confirmatory Grant]

**TRADEMARK**  
**REEL: 007351 FRAME: 0743**

Acknowledged:

**BOEING ACE COLLATERAL AGENT  
LLC, as Collateral Agent**

By: 

Name: Brian Schettler  
Title: Managing Director

[Signature Page to Trademark Confirmatory Grant]

**TRADEMARK  
REEL: 007351 FRAME: 0744**

CONFIRMATORY GRANT OF SECURITY INTERESTS  
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

<b>Registration or Serial Number</b>	<b>Title/Mark/Domain</b>	<b>Application Number</b>	<b>Filing or Registration Date</b>
3790217	AERION	77/849875	October 15, 2009
3799252	[Aerion Logo]	77/849907	October 15, 2009
4656151	GOCART	86/273039	May 6, 2014
4679098	AERION	86/346419	July 23, 2014
5380879	AS2	86/302698	June 6, 2014
6059077	AERION SUPERSONIC	87/399700	April 5, 2017
5685719	TIME MACHINE	88/032310	July 10, 2018
5888316	SCALABLE ENGINEERING, ENABLED	88/072775	December 25, 2018
Pending	PURESPEED	88/577173	August 13, 2019
Pending	PROSPEED	88/577199	August 13, 2019
Pending	BOOMLESS CRUISE	88/615603	September 13, 2019
Pending	ONSPEED	88/577218	August 13, 2019
Pending	SPEEDPARTS	88/577180	August 13, 2019
Pending	CLEANSPEED	88/577205	December 24, 2019
Pending	SPEEDTECH	88/577191	December 24, 2019

*Exhibit A*

742080447

**RECORDED: 07/12/2021**

**TRADEMARK  
REEL: 007351 FRAME: 0745**