

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM662272

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Active Aero Group, Inc.		07/23/2021	Corporation: DELAWARE
Ascent Global Logistics, Inc.		07/23/2021	Corporation: DELAWARE
Ascent Global Logistics, LLC		07/23/2021	Limited Liability Company: DELAWARE
Ascent Shared Services, LLC		07/23/2021	Limited Liability Company: DELAWARE
Ascent Global Logistics International, LLC		07/23/2021	Limited Liability Company: DELAWARE
USA Jet Airlines, Inc.		07/23/2021	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Wells Fargo Bank, National Association, as Agent
<b>Street Address:</b>	90 S. 7th Street, 16th Floor
<b>City:</b>	Minneapolis
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55402
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
<b>Registration Number:</b>	6323639	ARCTIC ON-DEMAND
<b>Registration Number:</b>	3718184	ACTIVE ON-DEMAND
<b>Registration Number:</b>	3718183	ACTIVE PTM
<b>Registration Number:</b>	3718182	ACTIVE GLOBAL SOLUTIONS
<b>Registration Number:</b>	3718181	APT
<b>Serial Number:</b>	90386333	PEAK
<b>Registration Number:</b>	6136372	ASCENT SPECIALIZED
<b>Registration Number:</b>	4058962	SHIPANDSAVE
<b>Registration Number:</b>	4326581	WE SHIP AND SAVE
<b>Registration Number:</b>	5485968	
<b>Registration Number:</b>	5173163	ASCENT GLOBAL LOGISTICS
<b>Registration Number:</b>	3352186	MARISOL INTERNATIONAL

OP \$390.00 6323639

Property Type	Number	Word Mark
Registration Number:	2117837	CHARTERNET
Registration Number:	1998392	ACTIVE AERO CHARTER
Registration Number:	1998391	USA JET AIRLINES

**CORRESPONDENCE DATA**

**Fax Number:** 3128637806

*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:** 3128637198

**Email:** nancy.brougher@goldbergkohn.com

**Correspondent Name:** Nancy J. Brougher, Paralegal

**Address Line 1:** c/o Goldberg Kohn Ltd.

**Address Line 2:** 55 East Monroe, Suite 3300

**Address Line 4:** CHICAGO, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	1989.729
<b>NAME OF SUBMITTER:</b>	Nancy Brougher
<b>SIGNATURE:</b>	/njb/
<b>DATE SIGNED:</b>	07/23/2021

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 23rd day of July, 2021, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

**WHEREAS**, pursuant to that certain Credit Agreement dated as of July 23, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among **ASCENT GLOBAL LOGISTICS, INC.**, a Delaware corporation ("Parent"), the Subsidiaries of Parent identified on the signature pages thereof as "Borrowers" and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof (each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

**WHEREAS**, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of July 23, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

**WHEREAS**, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member

of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

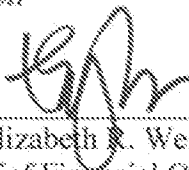
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**ACTIVE AERO GROUP, INC.**, a Delaware corporation

By:   
Name: Elizabeth R. Westjohn  
Title: Chief Financial Officer and Treasurer


**ASCENT GLOBAL LOGISTICS, INC.**, a Delaware corporation

By:   
Name: Elizabeth R. Westjohn  
Title: Chief Financial Officer and Treasurer


**ASCENT GLOBAL LOGISTICS, LLC**, a Delaware limited liability company

By:   
Name: Elizabeth R. Westjohn  
Title: Chief Financial Officer and Treasurer

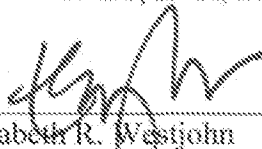
**ASCENT SHARED SERVICES, LLC**, a Delaware limited liability company

By:   
Name: Elizabeth R. Westjohn  
Title: Chief Financial Officer and Treasurer

**ASCENT GLOBAL LOGISTICS INTERNATIONAL, LLC**, a Delaware limited liability company

By:   
Name: Elizabeth R. Westjohn  
Title: Chief Financial Officer and Treasurer

USA JET AIRLINES, INC., a Delaware corporation

By:   
Name: Elizabeth R. Westjohn  
Title: Senior Vice President -- Finance

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, a national banking association

By: Chris Heckman  
Name: Chris Heckman  
Title: Authorized Signatory



SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Active Aero Group, Inc.	United States	ARCTIC ON-DEMAND	6323639	04/13/21
Active Aero Group, Inc.	United States	ACTIVE ON-DEMAND	3718184	12/01/09
Active Aero Group, Inc.	United States	ACTIVE PTM	3718183	12/01/09
Active Aero Group, Inc.	United States	ACTIVE GLOBAL SOLUTIONS	3718182	12/01/09
Active Aero Group, Inc.	United States	APT	3718181	12/01/09
Ascent Global Logistics, Inc.	United States	PEAK	90386333	Pending application filed 12/16/20
Ascent Global Logistics, LLC	United States	ASCENT SPECIALIZED	6136372	08/25/20
Ascent Global Logistics, LLC	United States	SHIPANDSAVE	4058962	11/22/11
Ascent Global Logistics, LLC	United States	WE SHIP AND SAVE	4326581	04/30/13
Ascent Shared Services, LLC	United States	[Design Only]	5485968	05/05/18
Ascent Shared Services, LLC	United States	ASCENT GLOBAL LOGISTICS	5173163	03/28/17
Ascent Global Logistics International, LLC	United States	MARISOL INTERNATIONAL	3352186	12/11/07
USA Jet Airlines, Inc.	United States	CHARTERNET	2117837	12/02/97
USA Jet Airlines, Inc.	United States	ACTIVE AERO CHARTER	1998392	09/03/96

USA Jet Airlines, Inc.	United States	USA JET AIRLINES	1998391	09/03/96
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Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.