

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM687878

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Optanix, Inc.		11/12/2021	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	WhiteHorse Capital Management, LLC, as Collateral Agent		
Street Address:	1450 Brickell Avenue		
Internal Address:	31st Floor		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5926823	OPTANIX	
Registration Number:	5307399	WHEN SERVICE PREDICTABILITY COUNTS	
Registration Number:	2728100	CASEENTRY	
Registration Number:	3944769	FIELDWATCH	
Registration Number:	4088198	SEXTANT	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3129932622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	053437-0049		
NAME OF SUBMITTER:	Gayle D. Grocke		
SIGNATURE:	/gdg/		
DATE SIGNED:	11/12/2021		

CH \$140.00 5926823

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made as of this 12th day of November, 2021 by each of the signatories hereto indicated as a grantor (each a “Grantor” and collectively, the “Grantors”) and WHITEHORSE CAPITAL MANAGEMENT, LLC, in its capacity as collateral agent pursuant to the Credit Agreement referred to below (together with its successors and assigns, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of November 12, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among ATSG, INC. (formerly AXISPOINT TECHNOLOGY SOLUTIONS GROUP, INC.), a New York corporation (“ATSG” and, together with each other Person acceptable to the Administrative Agent and the Majority Lenders that is joined thereto as a Borrower from time in accordance with Section 10.12 thereof, each, a “Borrower” and collectively, the “Borrowers”), ATSG HOLDINGS, INC., a Delaware corporation, the other Persons party thereto from time to time as Guarantors, WHITEHORSE CAPITAL MANAGEMENT, LLC, as Arranger, Administrative Agent and Collateral Agent, and the financial institutions party thereto from time to time as Lenders, the Lenders are willing to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, as a condition precedent to the making of such financial accommodations, the Grantors are required to execute and deliver to the Collateral Agent that certain Security Agreement, dated as of November 12, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to the Collateral Agent this Trademark Security Agreement for the purpose of filing at the United States Patent and Trademark Office;

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, the Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants, mortgages, pledges and hypothecates to the Collateral Agent, for the benefit of the Lenders, a continuing 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 and wherever located (collectively, the “Trademark Collateral”):

(i) any and all of each Grantor’s pending and registered U.S. Trademarks listed on Schedule I hereto; (ii) all pending applications, registrations, and renewals thereof, (iii) all income,

royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements, dilutions or other violations thereof, (iv) the right to sue for past, present and future infringements, dilution or other violations thereof, (v) the goodwill of each Grantor's business symbolized by the foregoing and connected therewith and (vi) all of each Grantor's rights corresponding to the foregoing throughout the world; provided, however, that the foregoing grant of security interest will not cover any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office;

provided, however, that Trademark Collateral shall not include any Excluded Collateral.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all 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 Obligations and would be owed by the Grantors, or any of them, to the Collateral Agent, 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 interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm 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.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures hereto delivered by Electronic Transmission shall be deemed an original signature hereto.

6. GOVERNING LAW. All matters arising out of, in connection with or relating to this Trademark Security Agreement, including, without limitation, their validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof or thereof and any determinations with respect to post-judgment interest), shall be construed in accordance with and governed by the laws of the State of New York.

7. CONSTRUCTION. Each definition of an agreement in this Trademark Security Agreement shall include such instrument or agreement as amended, restated, supplemented or

otherwise modified from time to time with, if required by the Loan Documents, the prior written consent of the Collateral Agent or the Lenders, as applicable. Except where the context otherwise requires, definitions imparting the singular shall include the plural and vice versa. The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Trademark Security Agreement shall refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement, unless otherwise specifically provided herein. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”, whether or not so expressly stated in each such instance. The word “will” shall be construed to have the same meaning and effect as the word “shall”. “Writing”, “written” and comparable terms refer to printing, typing, computer disk, e-mail and other means of reproducing words in a visible form. Except where otherwise specifically restricted, reference to a party to a Loan Document includes that party and its successors and permitted assigns. All terms used herein which are defined in Article 9 of the UCC and which are not otherwise defined herein shall have the same meanings herein as set forth therein.

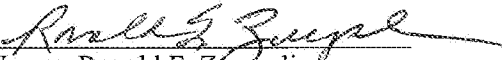
8. INTERCREDITOR AGREEMENT. Notwithstanding anything to the contrary in this Trademark Security Agreement, the Liens and rights granted to the Agents and the other members of the Lender Group pursuant to this Trademark Security Agreement or the other Loan Documents, and the exercise of any right or remedy by either Agent or any other member of the Lender Group hereunder or thereunder, are subject to the provisions of the ABL/TL Intercreditor Agreement. In the event of any conflict between the terms of the ABL/TL Intercreditor Agreement and this Trademark Security Agreement or any other Loan Document, the terms of the ABL/TL Intercreditor Agreement shall govern and control.

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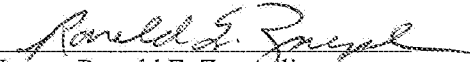
IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

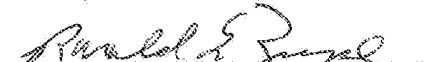
ATSG, INC.

By: 
Name: Ronald F. Zampolin
Title: Secretary and Treasurer

SHOREGROUP SOLUTIONS LLC

By: 
Name: Ronald F. Zampolin
Title: Secretary and Treasurer:

OPTANIX, INC.

By: 
Name: Ronald F. Zampolin
Title: Secretary and Treasurer

[Signature Page to Trademark Security Agreement]

**ACCEPTED AND ACKNOWLEDGED
BY:**

**WHITEHORSE CAPITAL MANAGEMENT,
LLC, as the Collateral Agent**

By: 

Name: Richard Siegel

Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Mark	Application/ Registration No.	Application/ Registration Date
ATSG, INC.	ATSG	5497561	6/19/2018
ATSG, INC.	ATSG	5497560	6/19/2018
SHOREGROUP SOLUTIONS LLC	SHOREGROUP	4186138	8/7/2012
SHOREGROUP SOLUTIONS LLC	SG	2939804	4/12/2005
SHOREGROUP SOLUTIONS LLC	SHOREGROUP	2811619	2/3/2004
SHOREGROUP SOLUTIONS LLC	SHOREGROUP	3688104	9/29/2009
SHOREGROUP SOLUTIONS LLC	SHOREPATROL	3688103	9/29/2009
OPTANIX, INC.	OPTANIX	5926823	12/3/2019
OPTANIX, INC.	WHEN SERVICE PREDICTABILITY COUNTS	5307399	10/10/2017
OPTANIX, INC.	CASEENTRY	2728100	6/17/2003
OPTANIX, INC.	FIELDWATCH	3944769	4/12/2011
OPTANIX, INC.	SEXTANT	4088198	1/17/2012