

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM696288

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900656129

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FLYR, INC.		11/12/2021	Corporation:

## RECEIVING PARTY DATA

<b>Name:</b>	SILVER LAKE WATERMAN FUND III, L.P., as Agent
<b>Street Address:</b>	2775 Sand Hill Road, Suite 100
<b>City:</b>	Menlo Park
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94025
<b>Entity Type:</b>	Limited Partnership: DELAWARE

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	90775047	THE REVENUE OPERATING SYSTEM
Serial Number:	90797402	FLYR
Serial Number:	90797406	
Serial Number:	90118611	CIRRUS
Serial Number:	90975679	CIRRUS
Serial Number:	90797394	FORESIGHT
Serial Number:	86413462	FLYR
Serial Number:	86475866	FAREKEEP
Serial Number:	86460411	FAREBEACON
Serial Number:	86475399	FORESIGHT

## CORRESPONDENCE DATA

Fax Number: 4159472099

*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: 4159472169

Email: qluflood@wsgr.com

Correspondent Name: Wilson Sonsini Goodrich &amp; Rosati, P.C.

Address Line 1: One Market Plaza, Spear Tower, Suite 330

Address Line 4: San Francisco, CALIFORNIA 94105

TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	43628.096
<b>NAME OF SUBMITTER:</b>	Qui Lu Flood
<b>SIGNATURE:</b>	/Qui Lu Flood/
<b>DATE SIGNED:</b>	12/20/2021

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “*Agreement*”), dated as of November 12, 2021, is executed by **FLYR, INC.**, a Delaware corporation (“*Grantor*”), in favor of **SILVER LAKE WATERMAN FUND III, L.P.**, a Delaware limited partnership, as agent (“*Agent*”) on behalf of certain purchasers (“*Purchasers*”).

### RECITALS

A. Purchasers have agreed to make certain advances of money and to extend certain financial accommodation to Grantor, in the amounts and manner set forth in that certain Note Purchase Agreement by and among, Grantor, Agent and Purchasers dated November 12, 2021 (as the same may be amended, modified or supplemented from time to time, the “*Note Purchase Agreement*”; except as otherwise defined herein capitalized terms used herein are used as defined in the Note Purchase Agreement). Purchasers are willing to purchase Notes from the Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Purchasers, a security interest in certain Copyrights, Trademarks, and Patents (as each term is described below) of Grantor to secure the obligations of Grantor under the Note Purchase Agreement and the Transaction Documents.

B. Pursuant to the terms of the Note Purchase Agreement and the other Transaction Documents, Grantor have granted to Agent a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Note Purchase Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Note Purchase Agreement and the other Transaction Documents, Grantor grant and pledge to Agent a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “*Intellectual Property Collateral*”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Schedule A attached hereto (collectively, the “*Copyrights*”);

(b) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Schedule B attached hereto and any patents and patent applications claiming the priority benefit of the patents and patent applications set forth on Schedule B attached hereto (collectively, the “*Patents*”); and

(c) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections (with the exception of any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications), and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Schedule C attached hereto (collectively, the “*Trademarks*”).

2. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

3. Grantor hereby authorizes Agent to modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtain subsequent to the date of this Agreement and file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. This Agreement has been entered into pursuant to and in conjunction with the Note Purchase Agreement, which is hereby incorporated by reference. The provisions of the Note Purchase Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent and the Purchasers with respect to the Intellectual Property Collateral are as provided by the Note Purchase Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies

5. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

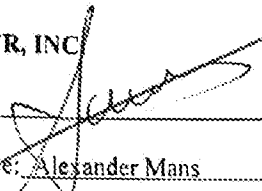
6. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

Agent's address is: 2775 Sand Hill Road, Suite 100  
Menlo Park, CA 94025

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, Grantor have caused this Agreement to be executed as of the day and year first above written.

FLYR, INC

By:  \_\_\_\_\_

Name: Alexander Mans

Title: Chief Executive Officer