

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM693251

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VAIL VALLEY JET CENTER LLC		11/30/2021	Limited Liability Company: UNITED STATES
EPIC AVIATION, LLC		11/30/2021	Limited Liability Company: UNITED STATES
EPIC CARD SERVICES, LLC		11/30/2021	Limited Liability Company: UNITED STATES
QT PETROLEUM ON DEMAND, LLC		11/30/2021	Limited Liability Company: UNITED STATES
RECEIVING PARTY DATA			
Name:	THE BANK OF NEW YORK MELLON, as Notes Collateral Agent		
Street Address:	240 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10286		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Registration Number:	4168086	BRAVO	
Registration Number:	4428465	BRAVO REWARDS	
Registration Number:	4168085	COMPASS	
Registration Number:	4250179	COMPASS TRANSACTION MANAGEMENT SYSTEM	
Registration Number:	4242017		
Registration Number:	4242018		
Registration Number:	4242014		
Registration Number:	4242013		
Registration Number:	4564613	ECS	
Registration Number:	4354019	EPIC	
Registration Number:	4354021	EPIC	
Registration Number:	4405903	EPIC	
Registration Number:	4354023	EPIC	
Registration Number:	4170890	EPIC AVIATION	
TRADEMARK			

CH \$840.00 4168086

Property Type	Number	Word Mark
Registration Number:	4170891	EPIC AVIATION
Registration Number:	4170892	EPIC AVIATION
Registration Number:	4170893	EPIC AVIATION
Registration Number:	4404081	EPIC CARD SERVICES
Registration Number:	5150112	EPIC FUELS
Registration Number:	5150115	EPIC FUELS
Registration Number:	5150113	EPIC FUELS
Registration Number:	5046865	EPIC FUELS
Registration Number:	5046866	EPIC FUELS
Registration Number:	5046867	EPIC FUELS
Registration Number:	5046868	EPIC FUELS
Registration Number:	4649116	QTPOD
Registration Number:	4649117	QTPOD
Registration Number:	4666357	QTPOD PETROLEUM ON DEMAND
Registration Number:	2773497	
Registration Number:	2857406	VAIL VALLEY JET CENTER
Registration Number:	2855625	VAIL VALLEY JET CENTER
Serial Number:	90620773	JET-0
Serial Number:	90620759	JETZERO

CORRESPONDENCE DATA

Fax Number: 3128622200
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: 3128622000
Email: jeffrey.norgle@kirkland.com
Correspondent Name: Jeffrey Norgle
Address Line 1: 300 NORTH LASALLE
Address Line 2: KIRKLAND & ELLIS LLP
Address Line 4: CHICAGO, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	24753-0068
NAME OF SUBMITTER:	Jeffrey Norgle
SIGNATURE:	/JEFFREY NORGLÉ/
DATE SIGNED:	12/08/2021

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of November 30, 2021, by the undersigned (each, a “**Grantor**”), in favor of The Bank of New York Mellon, in its capacity as notes collateral agent pursuant to the Collateral Agency Agreement (in such capacity, the “**Notes Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, each Grantor is party to that certain Security Agreement dated as of June 7, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Notes Collateral Agent pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises, each Grantor hereby agrees with the Notes Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Notes Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under:

(a) all Trademark registrations and applications of such Grantor listed on Schedule I attached hereto (the “**Pledged Trademarks**”).

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Notes Collateral Agent pursuant to the Security Agreement, which is incorporated herein by reference. 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. Termination; Release. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof or the release of any Grantor in accordance with Section 6.11 of the Security Agreement, the Notes Collateral Agent shall, at the expense of the Issuer for any out-of-pocket expenses, execute, acknowledge, and deliver to each applicable Grantor an instrument reasonably requested by such Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks of such Grantor under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Any signature to this Trademark Security Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Trademark Security Agreement and any document to be signed in connection with this Trademark Security Agreement or the transactions contemplated hereby.


SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Notes Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement, including, for the avoidance of doubt, the First Lien Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

SECTION 7. Concerning the Notes Collateral Agent. The Bank of New York Mellon is entering into this Trademark Security Agreement not in its individual or corporate capacity but solely in its capacity as Notes Collateral Agent under the Collateral Agency Agreement. In acting hereunder, the Notes Collateral Agent shall be entitled to all of the rights, privileges, immunities and indemnities granted to the Notes Collateral Agent under the Collateral Agency Agreement, as if such rights, privileges, immunities and indemnities were expressly set forth herein.

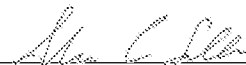
[Signature pages follow.]

IN WITNESS WHEREOF, each Grantor and Collateral Agent has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

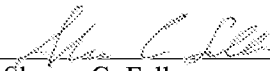
VAIL VALLEY JET CENTER LLC

By: 
Name: Shawn C. Fallon
Title: Vice President

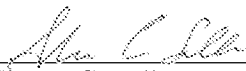
EPIC AVIATION, LLC

By: 
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Title: Vice President

EPIC CARD SERVICES, LLC

By: 
Name: Shawn C. Fallon
Title: Vice President

QT PETROLEUM ON DEMAND, LLC

By: 
Name: Shawn C. Fallon
Title: Vice President

THE BANK OF NEW YORK MELLON, as Notes
Collateral Agent

By: _____
Name:
Title: