

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM698410

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Amerijet Holdings, Inc.		12/28/2021	Corporation: FLORIDA
Amerijet International, Inc.		12/28/2021	Corporation: FLORIDA
Amerijet Ocean Transport, Inc.		12/28/2021	Corporation: FLORIDA
Amerijet Central America, LLC		12/28/2021	Limited Liability Company: FLORIDA
I.T.N. of Miami, Inc.		12/28/2021	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Silver Point Finance, LLC		
Street Address:	2 GREENWICH PLAZA		
City:	GREENWICH		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4554291	ITN WORLDWIDE	
Registration Number:	3191164	ITN I.T.N. CONSOLIDATORS	
Registration Number:	2937301	AMERIJET INTERNATIONAL, INC. LAND, SEA,	
Registration Number:	1999712	AMERIJET	
Registration Number:	1425976	AMERIJET INTERNATIONAL	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	luis.moreau@kirkland.com		
Correspondent Name:	KIRKLAND & ELLIS LLP - Luis Moreau		
Address Line 1:	300 North LaSalle Dr.		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	11553-111		

CH \$140.00 4554291

NAME OF SUBMITTER:	Luis Moreau
SIGNATURE:	/Luis Moreau/
DATE SIGNED:	12/29/2021
Total Attachments: 6 source=Amerijet - Trademark Security Agreement (Executed)_ (82689282_1)#page1.tif source=Amerijet - Trademark Security Agreement (Executed)_ (82689282_1)#page2.tif source=Amerijet - Trademark Security Agreement (Executed)_ (82689282_1)#page3.tif source=Amerijet - Trademark Security Agreement (Executed)_ (82689282_1)#page4.tif source=Amerijet - Trademark Security Agreement (Executed)_ (82689282_1)#page5.tif source=Amerijet - Trademark Security Agreement (Executed)_ (82689282_1)#page6.tif	

SHORT-FORM TRADEMARKS SECURITY AGREEMENT

Date: December 28, 2021

WHEREAS, each of Amerijet Holdings, Inc., a Florida corporation ("Borrower"), Amerijet International, Inc., a Florida corporation ("Amerijet International"), Amerijet Ocean Transport, Inc., a Florida corporation ("Amerijet Ocean Transport"), Amerijet Central America, LLC, a Florida limited liability company ("Amerijet Central America"), and I.T.N. of Miami, Inc., a Florida corporation ("ITN Miami", and together with Borrower, Amerijet International, Amerijet Ocean Transport and Amerijet Central America, the "Grantors", and each, a "Grantor"), has adopted, used, is using, or intends to use, and is the owner of the trademarks and trademark applications listed in the attached Schedule of Registered Trademarks, and the registrations and applications associated therewith;

WHEREAS, each Grantor has contemporaneously with the execution of this Short-Form Trademarks Security Agreement entered into the Pledge and Security Agreement dated as of December 28, 2021 (as modified from time to time, the "Security Agreement"), in which such Grantor has granted certain interests in favor of Silver Point Finance, LLC, as Collateral Agent ("Collateral Agent") for the benefit of the Secured Parties (as defined therein); and

WHEREAS, pursuant to the Security Agreement, each Grantor has agreed with Collateral Agent and the Secured Parties to execute this Short-Form Trademarks Security Agreement;


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby grants to Collateral Agent for the benefit of the Secured Parties, to the extent provided in the Security Agreement (the terms and conditions of which are hereby incorporated herein), a security interest in all of its right, title and interest in, to and under all the Trademarks (as defined in the Security Agreement), whether now owned or at any time hereafter acquired, of such Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, together with all goodwill connected therewith and symbolized thereby (collectively, the "Trademark Collateral"), including the trademarks listed on the attached Schedule of Registered Trademarks, and all renewals of trademark and service mark registrations, all rights to recover for all past, present and future infringements thereof and all rights to sue therefor, and all rights corresponding thereto throughout the world (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application), as collateral security for the prompt and complete payment and performance when due of all the Secured Obligations (as defined in the Security Agreement). Notwithstanding the foregoing, in the event of any conflict between this Short-Form Trademarks Security Agreement and the Security Agreement, the Security Agreement shall control.

Upon any termination or release of the Trademark Collateral pursuant to Section 4.12 of the Security Agreement, Collateral Agent shall, at the expense of the Grantors, promptly execute and deliver to such applicable Grantor all UCC termination statements, releases of intellectual property filings, and similar documents and take such other actions as such Grantor shall reasonably request in writing to evidence such termination or release of the Trademark Collateral.


[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

AMERIJET HOLDINGS, INC.

By: 
Name: Vicken Karjian
Title: Executive Chairman


AMERIJET INTERNATIONAL, INC.

By: 
Name: Vicken Karjian
Title: Executive Chairman

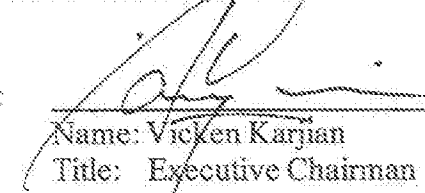
AMERIJET OCEAN TRANSPORT, INC.

By: 
Name: Vicken Karjian
Title: Executive Chairman

AMERIJET CENTRAL AMERICA, LLC


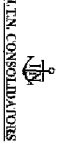


By: 
Name: Vicken Karjian
Title: Executive Chairman

L.T.N. OF MIAMI, INC.



By: 
Name: Vicken Karjian
Title: Executive Chairman









SCHEDULE OF
REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS







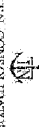



U.S. Trademark Registrations:



Grantor	Trademark	Logo	Jurisdiction	App. No./App. Date	Reg. No./Reg. Date
AMERIJET OCEAN TRANSPORT, INC.	ITN WORLDWIDE		USA	85856443 21-FEB-2013	4554291 24-JUN-2014
AMERIJET OCEAN TRANSPORT, INC.	ITN I.T.N. CONSOLIDATORS		USA	78564794 10-FEB-2005	3191164 02-JAN-2007
AMERIJET INTERNATIONAL, INC.	AMERIJET INTERNATIONAL, INC. LAND, SEA, AIR - WE GET IT THERE!		USA	76541032 29-AUG-2003	2937301 05-APR-2005
AMERIJET INTERNATIONAL, INC.	AMERIJET		USA	74728450 13-SEP-1995	1999712 10-SEP-1996
AMERIJET INTERNATIONAL, INC.	AMERIJET INTERNATIONAL		USA	73578157 17-JAN-1986	1425976 20-JAN-1987

Foreign Trademark Applications / Registrations:

Grantor	Trademark	Logo	Jurisdiction	App. No./App. Date	Reg. No./Reg. Date
AMERIJET INTERNATIONAL, INC.	AMERIJET		Canada	803358 02-FEB-1996	1MA473605 25-MAR-1997
AMERIJET INTERNATIONAL, INC.	AMERIJET INTERNATIONAL		Mexico	243740 (243740T) 22-SEP-1995	508584 27-OCT-1995
AMERIJET INTERNATIONAL	AMERIJET		Belize	3539.05 29-NOV-2005	3539.05 Rnw 29-NOV-2015
AMERIJET INTERNATIONAL	AMERIJET INTERNATIONAL, INC.		Belize	3540.05 29-NOV-2005	3540.05 Rnw 29-NOV-2015

Grantor	Trademark	Logo	Jurisdiction	App. No./App. Date	Reg. No./Reg. Date
AMERIJET INTERNATIONAL	AMERIJET INTERNATIONAL		Costa Rica	2003-0007961 07-NOV-2003	--
AMERIJET INTERNATIONAL	AMERIJET		Costa Rica	2003-0007962 07-NOV-2003	--
AMERIJET INTERNATIONAL	AMERIJET INTERNATIONAL, INC. LAND, SEA, AIR-WE GET IT THERE!		Honduras	06042835 29-DEC-2006	--
AMERIJET INTERNATIONAL, INC.	AMERIJET DE HONDURAS S.A.		Honduras	06042836 29-DEC-2006	
AMERIJET INTERNATIONAL, INC.	LAND, SEA, AIR-WE GET IT THERE!		Nicaragua	2013-002265 13-JUN-2013	2014102213 21-FEB-2014
AMERIJET INTERNATIONAL, INC.	AMERIJET		Nicaragua	2012-000390 30-JAN-2012	2013096665 30-JAN-2013
AMERIJET INTERNATIONAL, INC.	AMERIJET		Nicaragua	2012-000391 30-JAN-2012	2013096666 30-JAN-2013
AMERIJET OCEAN TRANSPORT, INC.	ITNI. T. N. CONSOLIDATORS		Panama	141506 04-APR-2005	141506 04-APR-2005
AMERIJET INTERNATIONAL, INC.	AMERIJET		Panama	131563 27-OCT-2003	131563 27-OCT-2003
AMERIJET INTERNATIONAL, INC.	AMERIJET INTERNATIONAL		Panama	131565 27-OCT-2003	131565 27-OCT-2003
AMERIJET INTERNATIONAL, INC.	AMERIJET		Brazil	826056083 12-NOV-2003	826056083 25-SEP-2007
AMERIJET INTERNATIONAL, INC.	AMERIJET		Ecuador	2019-59145 16-AUG-2019	SENADI/2020/TT/7272
AMERIJET INTERNATIONAL	AMERIJET INTERNATIONAL		Barbados	P1936 09-JUN-1994	--
AMERIJET INTERNATIONAL INC	AMERIJET		BES Islands (Bonaire, Saint Eustatius, Saba)	D-500555 06-OCT-2005	11642

Grantor	Trademark	Logo	Jurisdiction	App. No./App. Date	Reg. No./Reg. Date
AMERIJET INTERNATIONAL INC	AMERIJET INTERNATIONAL, INC.		BES Islands (Bonaire, Saint Eustatius, Saba)	D-500556 06-OCT-2005	11643
AMERIJET INTERNATIONAL INC	AMERIJET		Curacao	D-500555 06-OCT-2005	11642
AMERIJET INTERNATIONAL INC	AMERIJET INTERNATIONAL, INC.		Curacao	D-500556 06-OCT-2005	11643
AMERIJET INTERNATIONAL	AMERIJET INTERNATIONAL, INC. LAND, SEA, AIR - WE GET IT THERE!		St. Lucia	74/2010 23-MAR-2010	--
AMERIJET INTERNATIONAL INC.	AMERIJET INTERNATIONAL		St. Lucia	99118045 16-NOV-1994	--
AMERIJET INTERNATIONAL INC	AMERIJET		Sint Maarten	D-500555 06-OCT-2005	11642
AMERIJET INTERNATIONAL INC	AMERIJET INTERNATIONAL, INC.		Sint Maarten	D-500556 06-OCT-2005	11643
AMERIJET OCEAN TRANSPORT INC.	ITN WORLDWIDE		Trinidad and Tobago	46816 02-MAY-2013	--
AMERIJET OCEAN TRANSPORT	ITN I.T.N. CONSOLIDATORS		Trinidad and Tobago	35974 04-APR-2005	--
AMERIJET INTERNATIONAL	AMERIJET INTERNATIONAL		Trinidad and Tobago	31470 08-JAN-2001	--
AMERIJET INTERNATIONAL, INC.	AMERIJET INTERNATIONAL, INC.		United Kingdom	UK00904770475 29-NOV-2005	UK00904770475 17-JAN-2007
AMERIJET INTERNATIONAL INC	AMERIJET INTERNATIONAL		United Kingdom	2339901 06-AUG-2003	2339901 10-DEC-2004
AMERIJET INTERNATIONAL INC	AMERIJET		United Kingdom	2339902 06-AUG-2003	2339902 19-DEC-2003

Grantor	Trademark	Logo	Jurisdiction	App. No./App. Date	Reg. No./Reg. Date
AMERJET INTERNATIONAL, INC.	AMERJET INTERNATIONAL, INC.		EU trade marks	4770475 29-NOV-2005	4770475 17-JAN-2007
AMERJET HOLDINGS, INC.	torgpost.com		International Register	--	1089958 26-JUL-2011

TRADEMARK

REEL: 007544 FRAME: 0601

RECORDED: 12/29/2021