

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705751

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AVAIR, LLC		12/14/2021	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	WINGSPIRE CAPITAL LLC		
Street Address:	13010 Morris Road		
Internal Address:	Building One, Suite 175, Deerfield Corporate Center		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30004		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5691931	AVAIR	
Registration Number:	5691933	AVAIR	
Registration Number:	5691932	AVAIR	
Registration Number:	3546705	AV-AIR	
Registration Number:	4796069	A	
Registration Number:	4796068	A	
Registration Number:	5500107	AVAIR	
Registration Number:	3579706	A	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	laura.o'brien@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Ave.		
Address Line 2:	11th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	165996.00010		

OP \$215.00 5691931

NAME OF SUBMITTER:	Laura O'Brien
SIGNATURE:	/Laura O'Brien/
DATE SIGNED:	02/01/2022
Total Attachments: 6 source=AvAir - Trademark Security Agreement#page1.tif source=AvAir - Trademark Security Agreement#page2.tif source=AvAir - Trademark Security Agreement#page3.tif source=AvAir - Trademark Security Agreement#page4.tif source=AvAir - Trademark Security Agreement#page5.tif source=AvAir - Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 14, 2021 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, this "Agreement"), among AVAIR, LLC, an Arizona limited liability company (the "Grantor") and WINGSPIRE CAPITAL LLC, as Administrative Agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement, dated as of December 14, 2021, by and among AVAIR HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), the Grantor, the Subsidiaries of the Grantor from time to time party thereto as "Borrowers" (the Grantor, together with such subsidiaries each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the Subsidiaries of the Grantor from time to time party thereto as Guarantors (Holdings, together with such subsidiaries, each, a "Guarantor" and collectively, the "Guarantors"), the financial institutions from time to time party thereto as lenders (each, a "Lender" and, collectively, the "Lenders"), and the Administrative Agent (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), and (b) the Pledge and Security Agreement, dated as of December 14, 2021, by and among the Grantor, the other Borrowers party thereto and the Guarantors party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement, the Guarantors have guaranteed Obligations and the Grantor has secured its obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all of the Grantor's right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the "Trademarks"),
- (b) all reissues, continuations, extensions and renewals thereof and amendments thereto,
- (c) all goodwill associated therewith or symbolized by any of the foregoing,

(d) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, and

(e) all other assets, rights and interests that uniquely reflect or embody such goodwill.

3 Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Continued on the following page.]

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

AVAIR, LLC

By:  _____

Name: Michael Bianco

Title: Chief Executive Officer

WINGSPIRE CAPITAL LLC, as Administrative Agent

By: _____

Name: _____

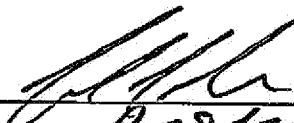
Title: _____

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






AVAIR, LLC


By: _____
Name: _____
Title: _____

WINGSPIRE CAPITAL LLC, as Administrative Agent

By:  _____
Name: President & CEO
Title: John Rossini

SCHEDULE I
TRADEMARKS

Mark	Reg. No.	Reg. Date	Owner
AVAIR (STYLIZED) 	FEDTM 5,691,931	March 5, 2019	AVAIR, LLC
AVAIR and Design 	FEDTM 5,691,933	March 5, 2019	AVAIR, LLC
AVAIR Design 	FEDTM 5,691,932	March 5, 2019	AVAIR, LLC
AV-AIR	FEDTM 3,546,705	December 16, 2008	AVAIR, LLC
A Design 	FEDTM 4,796,069	August 18, 2015	AVAIR, LLC
A Design 	FEDTM 4,796,068	August 18, 2015	AVAIR, LLC
AVAIR	FEDTM 5,500,107	June 26, 2018	AVAIR, LLC

A and Plane Design 	FEDTM 3,579,706	February 24, 2009	AVAIR, LLC
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ACTIVE 48987142v3

RECORDED: 02/01/2022

TRADEMARK
REEL: 007598 FRAME: 0521