

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM714808

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EXCELAIRE LLC,		03/15/2022	Limited Liability Company: DELAWARE
HAWTHORNE GLOBAL AVIATION SERVICES LLC		03/15/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, National Association		
Street Address:	1100 North Market Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19890		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3506935	EXCELAIRE	
Registration Number:	3582034	EXCELAIRE	
Registration Number:	4982069	BUILDING CUSTOMER LOYALTY ONE EXPERIENCE	
Registration Number:	4517276	HAWTHORNE GLOBAL AVIATION SERVICES	
Registration Number:	4517270	HAWTHORNE GLOBAL AVIATION SERVICES	
Registration Number:	5058629	JET CHARTER NOW	
Registration Number:	5094288	JET SIGNAL	
Registration Number:	4849460	QUICK TURN OWNER STATEMENT	
Registration Number:	4849459	QUICK TURN OWNER SUMMARY	
CORRESPONDENCE DATA			
Fax Number:	2146616876		
<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:	12149535758		
Email:	sborrelli@docket@jw.com		
Correspondent Name:	Sara K. Borrelli		
Address Line 1:	2323 Ross Ave., Suite 600		

CH \$240.00 3506935

Address Line 4:	Dallas, TEXAS 75201
ATTORNEY DOCKET NUMBER:	157272.00009
NAME OF SUBMITTER:	Sara K. Borrelli
SIGNATURE:	/Sara K. Borrelli/
DATE SIGNED:	03/16/2022
Total Attachments: 6 source=32133247_1_Project Stearman - Intellectual Property Security Agreement (EXECUTED) (003)#page1.tif source=32133247_1_Project Stearman - Intellectual Property Security Agreement (EXECUTED) (003)#page2.tif source=32133247_1_Project Stearman - Intellectual Property Security Agreement (EXECUTED) (003)#page3.tif source=32133247_1_Project Stearman - Intellectual Property Security Agreement (EXECUTED) (003)#page4.tif source=32133247_1_Project Stearman - Intellectual Property Security Agreement (EXECUTED) (003)#page5.tif source=32133247_1_Project Stearman - Intellectual Property Security Agreement (EXECUTED) (003)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of March 15, 2022, by and among EXCELAIRE LLC, a Delaware limited liability company and HAWTHORNE GLOBAL AVIATION SERVICES LLC, a Delaware limited liability company (collectively, “Grantor”) and WILMINGTON TRUST, National Association, in its capacity as collateral agent for the Secured Creditors (in such capacity, together with its successors and permitted assigns in such capacity, the “Collateral Agent”).

PRELIMINARY STATEMENTS

WHEREAS, Grantor is party to that certain Guaranty and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”), in favor of the Collateral Agent pursuant to which Grantor granted to the Collateral Agent a security interest in and continuing lien on, certain intellectual property rights owned by the Grantor and pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Loan Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the prompt and complete performance and payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, Grantor hereby pledges to the Collateral Agent for the benefit of the Secured Creditors, and grants to the Collateral Agent for the benefit of the Secured Creditors a security interest in and Lien on, all of such Grantor’s right, title and interest in, to and under (a) all Trademarks constituting Collateral owned by such Grantor, including the Trademarks listed on Schedule I attached hereto that are registered, or subject to an application for registration, in the United States Patent and Trademark Office; (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement, dilution or violation of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trademark Collateral”). Notwithstanding the foregoing or anything herein to the contrary, in no event shall the “Trademark Collateral” include, or the security interests attach to, any Excluded Asset.

SECTION 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by Grantor to

the Collateral Agent in the Guaranty and Security Agreement. Grantor hereby acknowledges and affirms 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 Guaranty and Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

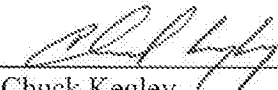
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopier or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words “execution,” “signed,” “signature,” and words of like import in this Trademark Security Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, AND THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICT OF LAWS PROVISIONS (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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

EXCELAIRE LLC,
a Delaware limited liability company,
As Grantor

By: 
Name: Chuck Kegley
Title: Chief Executive Officer

HAWTHORNE GLOBAL AVIATION SERVICES
LLC,
a Delaware limited liability company,
As Grantor

By: 
Name: Chuck Kegley
Title: Chief Executive Officer

Accepted and Agreed:
WILMINGTON TRUST, National Association,
as Collateral Agent

By: _____
Name: _____
Title: _____

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

EXCELAIRE LLC,
a Delaware limited liability company,
As Grantor

By: _____
Name: Chuck Kegley
Title: Chief Executive Officer

HAWTHORNE GLOBAL AVIATION SERVICES
LLC,
a Delaware limited liability company,
As Grantor

By: _____
Name: Chuck Kegley
Title: Chief Executive Officer

Accepted and Agreed:
WILMINGTON TRUST, National Association,
as Collateral Agent

By:  _____
Name:
Title: Steve Barone
Vice President