

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM727549

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900678781

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
West Star Aviation, LLC		03/01/2022	Limited Liability Company: DELAWARE
Dallas Aeronautical Services, LLC		03/01/2022	Limited Liability Company: TEXAS
Avant Aerospace LLC		03/01/2022	Limited Liability Company: DELAWARE
Premier Aircraft, LLC		03/01/2022	Limited Liability Company: KANSAS

RECEIVING PARTY DATA

Name:	Capital One, National Association
Street Address:	Two Bethesda Metro Center, Suite 600
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	6330206	EXPERTISE ON WHAT YOU FLY
Registration Number:	6218508	YOUR AIRFRAME. OUR EXPERTISE
Registration Number:	6323896	AIRFRAME SPECIFIC EXPERTISE
Registration Number:	6163844	
Registration Number:	5352033	CONNECT WITH EXPERIENCE
Registration Number:	4114807	EXPERIENCE ON CALL
Registration Number:	4114808	WHERE EXPERIENCE SHINES
Registration Number:	3515025	WEST STAR AVIATION
Registration Number:	1968250	WEST STAR AVIATION
Registration Number:	6084481	DAS
Registration Number:	4607126	DAS DALLAS AERONAUTICAL SERVICES
Registration Number:	5375354	AVANT AEROSPACE
Registration Number:	3043953	50 DASH 4

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CORRESPONDENCE DATA**Fax Number:** 9495676710*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:** 9495676700**Email:** mweddington@orrick.com**Correspondent Name:** Orrick, Herrington & Sutcliffe LLP**Address Line 1:** 2050 Main St., Suite 1100**Address Line 4:** Irvine, CALIFORNIA 92614**ATTORNEY DOCKET NUMBER:** 35421.59**NAME OF SUBMITTER:** Geraint Chen**SIGNATURE:** /Geraint Chen/**DATE SIGNED:** 05/12/2022**Total Attachments: 5**

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, each of **WEST STAR AVIATION, LLC**, a Delaware limited liability company ("**Aviation**"), **DALLAS AERONAUTICAL SERVICES, LLC**, a Texas limited liability company ("**DAS**"), **AVANT AEROSPACE LLC**, a Delaware limited liability company ("**Avant**") and **PREMIER AIRCRAFT, LLC**, a Kansas limited liability company ("**Premier Aircraft**"; each of Premier Aircraft, Aviation, DAS and Avant, a "**Grantor**" and, collectively, the "**Grantors**"), owns and in the future may acquire various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, **WEST STAR AVIATION ACQUISITION, LLC**, a Delaware limited liability company ("**Company**") has entered into a Credit Agreement, dated as of March 1, 2022 (the Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") with the financial institutions and other persons named therein (collectively, together with their respective successors and permitted assigns party to the Credit Agreement from time to time, the "**Lenders**"), and Capital One, National Association, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company and Subsidiary Guarantors may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the "**Lender Swap Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, "**Swap Counterparties**"); and

WHEREAS, each Grantor has executed and delivered that certain Subsidiary Guaranty dated as of March 1, 2022 (the Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Guaranty**") in favor of Secured Party for the benefit of itself, Lenders, Revolver Agent and any Swap Counterparties, pursuant to which such Grantor has guaranteed the prompt payment and performance when due of all obligations of Company and Subsidiary Guarantors under the Credit Agreement and the other Loan Documents and all obligations of Company and Subsidiary Guarantors under the Lender Swap Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of March 1, 2022 (the Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Company, Secured Party and the other grantors named therein, each Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral as hereinafter defined;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by each Grantor to Secured Party pursuant to the Security Agreement, each Grantor hereby grants to Secured Party a security interest in all of such Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title and interest in and to all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the United States trademark applications and trademark registrations set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries, all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance, if any (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

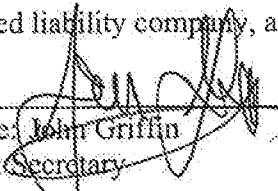
Notwithstanding anything to the contrary herein, any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks shall not be included in the Trademark Collateral unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted by the United States Patent and Trademark Office, whereupon such applications shall be automatically subject to the security interest granted herein and deemed included in the Trademark Collateral.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

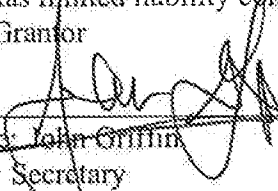
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IN WITNESS WHEREOF, each Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first set forth above.

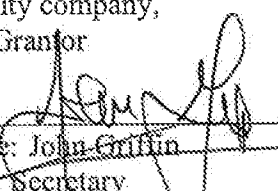
WEST STAR AVIATION, LLC, a Delaware limited liability company, as a Grantor

By: 
Name: John Griffin
Title: Secretary

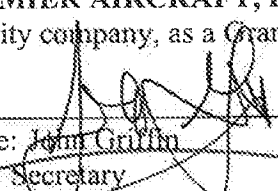
DALLAS AERONAUTICAL SERVICES, LLC, a Texas limited liability company, as a Grantor

By: 
Name: John Griffin
Title: Secretary

AVANT AEROSPACE LLC, a Delaware limited liability company, as a Grantor

By: 
Name: John Griffin
Title: Secretary

PREMIER AIRCRAFT, LLC, a Kansas limited liability company, as a Grantor

By: 
Name: John Griffin
Title: Secretary

Signature Page to Grant of Trademark Security Interest

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

West Star Aviation, LLC

<u>Owner</u>	<u>U.S. Trademark Description</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
West Star Aviation, LLC	EXPERTISE ON WHAT YOU FLY	88837960	17-MAR-2020	6330206	20-APR-2021
West Star Aviation, LLC	YOUR AIRFRAME. OUR EXPERTISE	88837971	17-MAR-2020	6218508	08-DEC-2020
West Star Aviation, LLC	AIRFRAME SPECIFIC EXPERTISE	88837976	17-MAR-2020	6323896	13-APR-2021
West Star Aviation, LLC		88838019	17-MAR-2020	6163844	29-SEP-2020
West Star Aviation, LLC	CONNECT WITH EXPERIENCE	87322431	02-FEB-2017	5352033	05-DEC-2017
West Star Aviation, LLC	EXPERIENCE ON CALL	85389590	04-AUG-2011	4114807	20-MAR-2012
West Star Aviation, LLC	WHERE EXPERIENCE SHINES	85389593	04-AUG-2011	4114808	20-MAR-2012
West Star Aviation, LLC	WEST STAR AVIATION	77279519	14-SEP-2007	3515025	14-OCT-2008
West Star Aviation, LLC	WEST STAR AVIATION	74654682	03-APR-1995	1968250	16-APR-1996

Dallas Aeronautical Services, LLC

<u>Owner</u>	<u>U.S. Trademark Description</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
Dallas Aeronautical Services, LLC	DAS	88695511	17-NOV-2019	6084481	23-JUN-2020
Dallas Aeronautical Services, LLC	DAS DALLAS AERONAUTICAL SERVICES	86072395	23-SEP-2013	4607126	16-SEP-2014

Avant Aerospace LLC

<u>Owner</u>	<u>U.S. Trademark Description</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
Avant Aerospace LLC	AVANT AEROSPACE	87491152	15-JUN-2017	5375354	09-JAN-2018

Premier Aircraft, LLC

<u>Owner</u>	<u>U.S. Trademark Description</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
Premier Aircraft, LLC	50 DASH 4	76618782	02-NOV-2004	3043953	17-JAN-2006

Schedule A - 1

4129-0559-3141.1

RECORDED: 03/02/2022

**TRADEMARK
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