

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM726943

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FLYR, Inc.		05/10/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	VCP Capital Markets, LLC		
Street Address:	Four Embarcadero Center, 20th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4709836	FLYR	
Registration Number:	4785338	FAREKEEP	
Registration Number:	4743732	FAREBEACON	
Registration Number:	4785289	FORESIGHT	
Serial Number:	90775047	THE REVENUE OPERATING SYSTEM	
Serial Number:	90797402	FLYR	
Serial Number:	90797406		
Serial Number:	90797394	FORESIGHT	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
<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:	2028874000		
Email:	mbeyene@akingump.com, DC_IPDocketing@AKINGUMP.com		
Correspondent Name:	Mussie B Beyene		
Address Line 1:	2001 K Street N.W.		
Address Line 4:	Washington DC, D.C. 20006		
ATTORNEY DOCKET NUMBER:	700858.0032		
NAME OF SUBMITTER:	Mussie B Beyene		

CH \$215.00 4709836

SIGNATURE:	/Mussie B Beyene/
DATE SIGNED:	05/10/2022
Total Attachments: 8 source=07. FLYR - IP Security Agreement [Execution Version]#page1.tif source=07. FLYR - IP Security Agreement [Execution Version]#page2.tif source=07. FLYR - IP Security Agreement [Execution Version]#page3.tif source=07. FLYR - IP Security Agreement [Execution Version]#page4.tif source=07. FLYR - IP Security Agreement [Execution Version]#page5.tif source=07. FLYR - IP Security Agreement [Execution Version]#page6.tif source=07. FLYR - IP Security Agreement [Execution Version]#page7.tif source=07. FLYR - IP Security Agreement [Execution Version]#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of May 10, 2022 (as amended, restated, supplemented or otherwise modified from time to time, this “**IP Security Agreement**”), is made by each entity identified as a grantor on the signature pages hereto (a “**Grantor**”) in favor of VCP Capital Markets, LLC as administrative agent and collateral agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, each Grantor is party to a Security Agreement dated as of May 10, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among each Grantor, the other grantors party thereto, and the Administrative Agent pursuant to which each Grantor granted a security interest to the Administrative Agent for the benefit of the Secured Parties in the IP Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Administrative 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

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**IP Collateral**”); *provided*, that the IP Collateral shall not include any Excluded Assets:

(i) all (a) letters patent of the United States in or to which such Grantor now or hereafter owns any right, title or interest therein, registrations and recordings thereof, and applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (“**USPTO**”), including any of the foregoing listed on Schedule A hereto, and (b) reissues, continuations, divisions, continuations-in-part, renewals, improvements or extensions thereof, including the right to make, use and/or sell the inventions claimed therein,

(ii) all (a) trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, registrations and recordings thereof, and registration and recording applications filed in connection therewith, *including*

registrations and registration applications in the USPTO, including the registrations and registrations applications listed on Schedule B hereto, or any similar offices in any State of the United States or any political subdivision thereof, and extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor; and (b) goodwill connected with the use thereof and symbolized thereby,

(iii) all (a) copyright rights in any work subject to the copyright laws of the United States, whether as author, assignee, transferee or otherwise, and (b) registrations and applications for registration of any such copyright in the United States, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office (“USCO”), including those listed on Schedule C hereto, and

(iv) all renewals and extensions of any of the foregoing, rights to sue or otherwise recover for infringements or other violations of any of the foregoing, and

(v) all rights corresponding to any of the foregoing throughout the world.

Notwithstanding anything herein to the contrary, in no event shall the IP Collateral include or the security interest granted under this Section 2 attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the IP Collateral made and 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO and the USCO record this IP Security Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the IP Collateral shall be released upon the payment and performance of the Secured Obligations (other than contingent obligations as to which no claim has been asserted). Upon the termination of this Agreement, the Administrative Agent shall, at the Grantors’ expense, execute all documents, make all filings, and take all other actions reasonably requested by

each Grantor to evidence and record the release of the lien on and security interests in the IP Collateral granted herein as set forth in the Security Agreement.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

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

FLYR, INC.

By: 

Name: Alexander Mans

Title: Chief Executive Officer and President

[Signature Page to IP Security Agreement]

VCP CAPITAL MARKETS, LLC,
as Administrative Agent



By: _____

Name: David Flannery

Title: Authorized Person

[Signature Page to IP Security Agreement]

RECORDED: 05/10/2022

TRADEMARK
REEL: 007717 FRAME: 0981