

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM730261

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900678767		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP		03/01/2022	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	West Star Aviation, LLC		
Street Address:	796 Heritage Way		
City:	Grand Junction		
State/Country:	COLORADO		
Postal Code:	81506		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85389593	WHERE EXPERIENCE SHINES	
Serial Number:	85389590	EXPERIENCE ON CALL	
Serial Number:	77279519	WEST STAR AVIATION	
Serial Number:	74654682	WEST STAR AVIATION	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<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:	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:	05/25/2022		

Total Attachments: 6

source=antares west star trademark releases 2022 (West Star Aviation Inc.) (execution)#page1.tif

source=antares west star trademark releases 2022 (West Star Aviation Inc.) (execution)#page2.tif

source=antares west star trademark releases 2022 (West Star Aviation Inc.) (execution)#page3.tif

source=antares west star trademark releases 2022 (West Star Aviation Inc.) (execution)#page4.tif

source=Notice#page1.tif

source=CoverSheet#page1.tif

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of March 1, 2022 (this “**Release**”), by ANTARES CAPITAL LP, in its capacity as administrative agent for the Lenders and the L/C Issuers and other Secured Parties (in such capacity, “**Agent**”) in favor of West Star Aviation, LLC (f/k/a West Star Aviation, Inc.), a Delaware limited liability company (“**Grantor**”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below) or, if not defined therein, in the Credit Agreement (as defined in the Security Agreement).

WITNESSETH:

WHEREAS, Grantor and Agent were parties to (i) that certain Guaranty and Security Agreement dated as of April 28, 2016 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “**Security Agreement**”), and (ii) that certain Trademark Security Agreement dated as of April 28, 2016 (the “**Trademark Security Agreement**”);

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, Grantor mortgaged, pledged and hypothecated to Agent for the benefit of the Secured Parties, and granted to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in the following Collateral of such Grantor (the “**Trademark Collateral**”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on April 28, 2016, at Reel 5779, Frame 0235; and

WHEREAS, Grantor had requested that Agent execute and deliver this Release to evidence the termination and release of its security interest in the Trademark Collateral and to reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, including the Termination of the Secured Obligations, the receipt and sufficiency of which are hereby acknowledged:

1. Agent, on behalf of itself and the other Secured Parties, hereby terminates, cancels, releases and discharges its Lien on and security interest in and to all of Grantor’s right, title and interest in, to and under the Trademark Collateral.

2. If Agent and/or any other Secured Party has acquired any right, title or interest in, to or under any of the Trademark Collateral, Agent (on behalf of itself and the other Secured Parties) hereby reassigns and conveys to Grantor, in each case as applicable, without any representation, recourse or undertaking by Agent, all such right, title and interest in, to or under the Trademark Collateral of such Grantor.

3. Agent authorizes the Grantor to file and record this Release with the United States Patent and Trademark Office.

4. This Release shall be governed by and construed and interpreted in accordance with the laws of the State of New York, without regard to conflict of law principles that would require the application of the laws of another jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

ANTARES CAPITAL LP

Arvin Shahnazi

By: _____

Name: Arvin Shahnazi

Title: Duly Authorized Signatory

SCHEDULE 1
to
TRADEMARK RELEASE AND REASSIGNMENT

Trademark Registrations

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Serial Number	Application Date	Registration Number	Registration Date	Owner
WHERE EXPERIENCE SHINES	85389593	8/4/11	4114808	3/20/12	West Star Aviation, LLC, (f/k/a West Star Aviation, Inc.)
EXPERIENCE ON CALL	85389590	8/4/11	4114807	3/20/12	West Star Aviation, LLC, (f/k/a West Star Aviation, Inc.)
WEST AIR AVIATION	77279519	9/14/07	3515025	10/14/08	West Star Aviation, LLC, (f/k/a West Star Aviation, Inc.)
WEST STAR AVIATION	74654682	4/3/95	1968250	4/16/96	West Star Aviation, LLC, (f/k/a West Star Aviation, Inc.)

2. TRADEMARK APPLICATIONS

N/A

3. IP LICENSES

N/A



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

May 25, 2022

PTAS

ORRICK, HERRINGTON & SUTCLIFFE LLP
2050 MAIN ST., SUITE 1100
IRVINE, CA 92614



900678767

United States Patent and Trademark Office
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. There is a discrepancy with the receiving party entity type. The cover sheet has Corporation but the document has LLC.

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Friday, June 24, 2022**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

To file the resubmission electronically, navigate to the ETAS website at <http://etas.uspto.gov>, click the Start Resubmission button and enter the following information:

Document ID: 900678767

Access Code: E2QJ2ER852TYP8W

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

LAZENA MARTIN
ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM711559

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP		03/01/2022	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	West Star Aviation, Inc.		
Street Address:	796 Heritage Way		
City:	Grand Junction		
State/Country:	COLORADO		
Postal Code:	81506		
Entity Type:	Corporation: COLORADO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85389593	WHERE EXPERIENCE SHINES	
Serial Number:	85389590	EXPERIENCE ON CALL	
Serial Number:	77279519	WEST STAR AVIATION	
Serial Number:	74654682	WEST STAR AVIATION	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<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:	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:	Steph Hsu		
SIGNATURE:	/Steph Hsu/		
DATE SIGNED:	03/02/2022		
Total Attachments: 4			
source=antares west star trademark releases 2022 (West Star Aviation, Inc.) (execution)#page1.tif			

CH \$115.00 85389593