

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM740351

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pilot Inc.		07/11/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wingspire Capital LLC, as Administrative Agent		
Street Address:	11720 Amber Park Drive		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30009		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	97339000	PILOT	
Serial Number:	97317185	PILOT AUTOMOTIVE	
Registration Number:	6680856	B	
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>			
Phone:	3128637141		
Email:	kristen.lange@goldbergkohn.com		
Correspondent Name:	Kristen N. Lange, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 E. Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	8177.001		
NAME OF SUBMITTER:	Kristen N. Lange		
SIGNATURE:	/kristenlange/		
DATE SIGNED:	07/11/2022		
Total Attachments: 5			
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SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS SECOND AMENDMENT ("Amendment") to that certain Trademark Security Agreement dated as of September 8, 2020 (the "Trademark Security Agreement"), among Pilot Inc., a California corporation (referred to herein as "Grantor" or "Grantors"), and WINGSPIRE CAPITAL LLC, as Administrative Agent (in such capacity, the "Administrative Agent") is dated as of July 11, 2022.

Reference is made to (a) that certain Credit Agreement, dated as of September 8, 2020, by and among PILOT-NGC HOLDING, INC., a Delaware corporation ("Holdings"), PILOT INC., a California corporation (the "Borrower-Pilot"), WANG'S INTERNATIONAL, INCORPORATED, a California corporation (the "Borrower-Wangs"), the other Subsidiaries (if any) of Holdings from time to time party thereto as "Borrowers" (together with Borrower-Pilot and Borrower-Wangs, each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the Subsidiaries (if any) of Holdings from time to time party thereto as "Guarantors" (together with Holdings, each, a "Guarantor" and collectively, the "Guarantors"), the lenders 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) that certain Pledge and Security Agreement, dated as of September 8, 2020, by and among Holdings, Borrower-Pilot, Borrower-Wangs, the other Subsidiaries (if any) of Holdings from time to time party thereto as "Grantors" 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 Grantors have secured their 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 Amendment.

In the furtherance of the foregoing, Grantor entered into the Trademark Security Agreement. Since the date of Grantor's execution of the Trademark Security Agreement. Grantor has acquired interest in additional Trademarks (the "New Trademarks"). In accordance with the Security Agreement the parties agree to amend the Trademark Security Agreement to confirm the inclusion of such New Trademarks.

Accordingly, the parties hereto agree to amend the Trademark Security Agreement as follows:

1. Schedules. Schedule I to the Trademark Security Agreement shall be deemed to refer to Schedule I as amended by the addition of the New Trademark schedules on Schedule I attached hereto.
2. Effect of Amendment. Except as expressly amended by this Amendment the terms of the Trademark Security Agreement shall remain in full force and effect as executed.
3. Counterparts. This Amendment 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 Amendment by facsimile or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Amendment.

4. Governing Law. This Amendment 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 Amendment as of the day and year first above written.

PILOT INC.

By: 
Name: Michael Du
Title: Chief Financial Officer

**WINGSPIRE CAPITAL LLC, as Administrative
Agent**

By: 

Name: Brian Long

Title: Managing Director

SCHEDULE I
TRADEMARKS

Loan Party	Mark	Reg. No.	Reg. Date	Serial No.	Filing Date	Status
Pilot	PILOT	N/A	N/A	97339000	03/30/22	Pending
Pilot	PILOT AUTOMOTIVE	N/A	N/A	97317185	03/17/22	Pending
Pilot	B	6680856	03/22/22	90384329	12/15/20	Registered

Trademark Licenses

None.