

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM741570

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Airborne Capital Limited		07/13/2022	Corporation: IRELAND
RECEIVING PARTY DATA			
Name:	UMB BANK, NATIONAL ASSOCIATION		
Street Address:	6440 S. Millrock Drive, Suite 400		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84121		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5609992	A AIRBORNE CAPITAL	
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:	858-509-4071		
Email:	sdipdocket@pillsburylaw.com		
Correspondent Name:	Michelle L. Mehok		
Address Line 1:	11682 El Camino Real, Suite 200		
Address Line 4:	San Diego, CALIFORNIA 92130		
ATTORNEY DOCKET NUMBER:	44628-000018		
NAME OF SUBMITTER:	Michelle Mehok		
SIGNATURE:	/michelle mehok/		
DATE SIGNED:	07/15/2022		
Total Attachments: 6			
source=B07 - Comp - Elliott_Airborne - Trademark Security Agreement(10236552364.3)#page1.tif			
source=B07 - Comp - Elliott_Airborne - Trademark Security Agreement(10236552364.3)#page2.tif			
source=B07 - Comp - Elliott_Airborne - Trademark Security Agreement(10236552364.3)#page3.tif			
source=B07 - Comp - Elliott_Airborne - Trademark Security Agreement(10236552364.3)#page4.tif			
source=B07 - Comp - Elliott_Airborne - Trademark Security Agreement(10236552364.3)#page5.tif			

CH \$40.00 5609992

TRADEMARK SECURITY AGREEMENT

July 13, 2022

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is executed by Airborne Capital Limited ("Grantor") for the benefit of Fexco Aviation Services Limited, a private company limited by shares incorporated in Ireland (registered no. 578675), whose registered office is at Suite 315, Airport House, Shannon, Co. Clare, Ireland (in its individual capacity "Fexco"), as administrative agent (and, together with its successors and permitted assigns thereto in such capacities, the "Administrative Agent"), for the Lenders referred to below which are party to the Facility Agreement referred to below and UMB Bank, National Association, a federal savings bank organized and existing under the laws of the United States, not in its individual capacity, but solely in its capacity as security trustee for the Secured Parties (and, together with any successor thereto in such capacities, the "Security Trustee"). Reference is made to that certain (a) Guaranty and Collateral Agreement dated as of July 13, 2022 by and among AIRBORNE CAPITAL LIMITED, a private company limited by shares, registered in Dublin, Ireland (the "Parent"), AIRBORNE CAPITAL USA LLC, a Delaware limited liability company (the "Borrower"), each other Person signatory from time to time thereto as a "Grantor" (and, together with the Borrower, each a "Grantor" and, collectively, the "Grantors"), the Parent and each other Person signatory to from time to time thereto as a "Guarantor" (each a "Guarantor" and collectively as the "Guarantors"), the Administrative Agent and the Security Trustee and (b) Facility Agreement dated as of July 13, 2022 by and among the Borrower, each of the financial institutions from time to time party thereto as lenders (each a "Lender" and, collectively, the "Lenders"), the Administrative Agent and the Security Trustee. Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, Grantor has granted to the Security Trustee, for the benefit of the Secured Parties, a security interest in substantially all of their assets, including all of their right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to the Security Trustee, for the benefit of the Secured Parties, this Agreement.

In consideration of the mutual agreements set forth herein and in the Facility Agreement and the Guaranty and Collateral Agreement, Grantor hereby grants to the Security Trustee, for the benefit of the Secured Parties, and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark registration, including, without limitation, each Trademark and Trademark registration referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any "intent to use" Trademark application or registration for which a

statement of use has not been filed and accepted with the United States Patent and Trademark Office); and

- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application or registration referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to the Security Trustee pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Facility Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Security Trustee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Facility Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms “Proceeds” and “Trademarks” are as defined in the Guaranty and Collateral Agreement. Those definitions, in relevant part, mutatis mutandis, are provided below for convenience only and do not affect the construction of this Agreement, the Facility Agreement, or the Guaranty and Collateral Agreement:

“Proceeds” means all “proceeds” as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of New York.

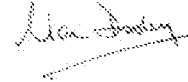
“Trademarks” means (a) all trademarks, trade names, corporate names, Grantor’s names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any “intent-to-use” applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto; and (b) the right to obtain all renewals thereof.

This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York. The Law and Jurisdictions provisions set forth in Clause 34 (Law and Jurisdiction) of the Facility Agreement are expressly incorporated into this Agreement.

[Signature pages follow]

Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

AIRBORNE CAPITAL LIMITED, a private company limited by shares, registered in Dublin, Ireland, as a Grantor



By: _____
Name: Cian Dooley
Title: Director

Acknowledged:

FEXCO AVIATION SERVICES LIMITED,
as Administrative Agent

By: *Grant Hanks*
Name: *Grant Hanks*
Title: *DIRECTOR*

UMB Bank, National Association, not in its
individual capacity, but solely as Security
Trustee


By: _____
Name: _____
Title: _____

Acknowledged:

FEXCO AVIATION SERVICES LIMITED,
as Administrative Agent


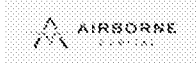
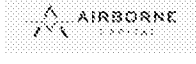

By: _____
Name: _____
Title: _____

UMB Bank, National Association, not in its
individual capacity, but solely as Security
Trustee

By: 
Name: DeAnn Madsen
Title: Vice President

SCHEDULE 1

TRADEMARK COLLATERAL

<u>World or Design Mark</u>	<u>Jurisdiction</u>	<u>Owner</u>	<u>Appl. No. (Serial No.)</u>	<u>Appl. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
	United States of America	Airborne Capital Limited	87-716,189	December 11, 2017	5609992	November 20, 2018
	European Union	Airborne Capital Limited			017566951	March 28, 2018
	United Kingdom	Airborne Capital Limited			UK00917566951	March 28, 2018
	United Kingdom	Airborne Capital Limited			UK00003275871	September 3, 2018