

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM753163

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silver Airways LLC		01/07/2022	Corporation: DELAWARE
SEABORNE VIRGIN ISLANDS, INC.		01/07/2022	Corporation: UNITED STATES MINOR OUTLYING ISLANDS
RECEIVING PARTY DATA			
Name:	Brigade Agency Services LLC		
Street Address:	399 Park Avenue		
Internal Address:	16th Floor		
City:	New York		
State/Country:	NORTH CAROLINA		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4780934	SILVER AIRWAYS	
Registration Number:	4776293	WWW.SILVERAIRWAYS.COM	
Registration Number:	4776292		
Registration Number:	4776291	SILVER AIRWAYS	
Registration Number:	4776290	SILVER AIRWAYS	
Registration Number:	4452646	SILVER AIRWAYS	
Registration Number:	4089013	SEABORNE AIRLINES	
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>			
Email:	trademarks@mcguirewoods.com		
Correspondent Name:	Stephanie Martinez c/o McGuireWoods LLP		
Address Line 1:	800 East Canal Street		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	Stephanie Martinez		

OP \$190.00 4780934

SIGNATURE:	/Stephanie Martinez/
DATE SIGNED:	09/02/2022
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 7, 2022 is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Brigade Agency Services LLC, a Delaware limited liability company (“Brigade”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Purchase Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Purchase Agreement, dated as of January 7, 2022 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Purchase Agreement”), by and among the Borrower, Credit Parties and Brigade, as Agent for the Purchasers, the Purchasers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Purchase Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers to enter into the Purchase Agreement and to induce the Purchasers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Purchase Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral owned by such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such 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.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, to the extent required by the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

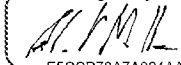
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security 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.

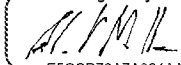
[SIGNATURE PAGES FOLLOW]

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

SILVER AIRWAYS LLC

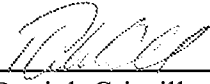
DocuSigned by:

By: _____
Name: Pedro Motta
Title: Senior Vice President, Chief Commercial Officer, and Chief Financial Officer

SEABORNE VIRGIN ISLANDS, INC.

DocuSigned by:

By: _____
Name: Pedro Motta
Title: Senior Vice President, Chief Commercial Officer, and Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

BRIGADE AGENCY SERVICES LLC, as Agent

By: 

Patrick Criscillo
Chief Financial Officer

[Agent Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007839 FRAME: 0383

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
Trademark Registrations

Silver Airways LLC:

Mark	Serial No.	Reg. No
	86453819	4780934
WWW.SILVERAIRWAYS.COM	86453563	4776293
	86453551	4776292
	86453539	4776291
	86453525	4776290
SILVER AIRWAYS	85980426	4452646

Seaborne Virgin Islands, Inc.:

U.S. Trademark: Seaborne Airlines
 Registration No. 4,089,013
 Serial No. 85-235,166
 Registrant: Seaborne Virgin Islands, Inc.