TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM761308

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WHEELS UP PARTNERS LLC		10/14/2022	Limited Liability Company: DELAWARE
WHEELS UP PARTNERS HOLDINGS LLC		10/14/2022	Limited Liability Company: DELAWARE
AVIANIS SYSTEMS LLC		10/14/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	WILMINGTON TRUST
Street Address:	1100 N. MARKET STREET
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	5251487	8760
Registration Number:	6604174	DOWNLOAD & FLY UP
Registration Number:	5596078	HOT FLIGHTS
Serial Number:	88983934	SAFEPASSAGE
Registration Number:	5576055	SOCIAL AVIATION
Registration Number:	5335634	UP
Serial Number:	90852791	UP
Registration Number:	5286502	WHEELS DOWN
Serial Number:	90852774	WHEELS UP
Registration Number:	5146919	WHEELS UP
Registration Number:	5296586	WHEELSUP8760
Registration Number:	5950824	AMPLIFLY
Registration Number:	5950868	AMPLIFLY
Registration Number:	5783151	AMPLIFLY
Registration Number:	5950869	AMPLIFLY

CH $515.00 5251487

Property Type	Number	Word Mark
Registration Number:	5783152	AMPLIFLY
Registration Number:	5950870	POWERED BY AMPLIFLY
Serial Number:	88924956	AVIANIS
Registration Number:	6392822	
Serial Number:	88924969	AVIANIS

CORRESPONDENCE DATA

Fax Number: 3126095005

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.

Phone: 312-609-7943

Email: skowalski@vedderprice.com

Correspondent Name: Sylvia Kowalski

Address Line 1: 222 North LaSalle Street - 24th Floor

Address Line 4: Chicago, ILLINOIS 60601

NAME OF SUBMITTER:	Sylvia Kowalski
SIGNATURE:	/Sylvia Kowalski/
DATE SIGNED:	10/14/2022

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 14 day of October, 2022, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each, individually, "Grantor"), and **WILMINGTON TRUST, NATIONAL ASSOCIATION**, as Loan Trustee (the "Mortgagee").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of the date hereof (the "Note Purchase Agreement"), among Wheels Up Partners LLC, Wheels Up Class A-1 Loan Trust 2022-1 (the "Class A-1 Trust") and Wilmington Trust, National Association, as subordination agent, the Class A-1 Trust has agreed to purchase the Class A-1 Equipment Notes under the Indentures in order to finance the Aircraft, on the terms and conditions set forth therein;

WHEREAS, pursuant to the Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), Grantors are required to execute and deliver to the Mortgagee, for the benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Note Purchase Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1 of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby unconditionally grants, assigns and pledges to the Mortgagee, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all Trademark Collateral of such Grantor, whether now owned or hereafter acquired by such Grantor, including each Trademark identified in Schedule I hereof, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all Proceeds of the foregoing.

PROVIDED, HOWEVER, that notwithstanding any of the foregoing provisions of this Section 2, (i) the Trademark Collateral does not and shall not include any Trademark that would be rendered invalid, abandoned, void or unenforceable by reason of its being included as part of the Trademark

Collateral (including but not limited to any application to register trademarks filed with the USPTO based upon any Grantor's "intent to use" such trademark unless and until a "Statement of Use" or "Amendment to Allege Use" is properly filed with and accepted by the USPTO with respect thereto, at which point the Trademark Collateral shall include, and the security interest granted hereunder shall be attached to, such application) and (ii) unless and until an Event of Default shall have occurred and be continuing (A) each Grantor shall have the right, to the exclusion of the Mortgagee and the other Secured Parties, to quiet enjoyment of the Trademark Collateral, and to possess, use retain and control the Trademark Collateral and all revenues, income and profits derived therefrom and (B) neither the Mortgagee, acting on behalf of the Secured Parties, nor any Secured Party, shall, through its own actions or inactions, interfere with, or suffer to exist with respect to any Trademark Collateral any Lien attributable to the Mortgagee or any Secured Party which might interfere with, each Grantor's continued possession, use and operation of, and quiet enjoyment of, Trademark Collateral without hindrance during the term of the Security Agreement in accordance with the terms of the Operative Agreements.

3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Mortgagee, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Mortgagee with respect to the Security Interest in the Trademark 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

4. Counterparts. This Trademark Security Agreement is an Operative Agreement. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

5. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK. THE PROVISIONS OF SECTION 11.11 OF THE INDENTURE ARE INCORPORATED HEREIN *MUTATIS MUTANDIS*, AS IF FULLY SET FORTH HEREIN.

[Signature Pages Follow.]

TRADEMARK
REEL: 007868 FRAME: 0721

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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

WHEELS UP PARTNERS LLC

DocuSigned by:
Todd Smith
F9679CC054D6444...

By:_____
Name: Todd Smith
Title: Chief Financial Officer

WHEELS UP PARTNERS HOLDINGS LLC

DocuSigned by:
Todd Smith
F9679CC054D6444...

By:_____
Name: Todd Smith
Title: Chief Financial Officer

DocuSign Envelope ID: 01A3EF28-0A98-4119-B96C-A9927B921DA0

AVIANIS SYSTEMS LLC

DocuSigned by:
Ron Brower
24D79ED54556423...

By: _____

Name: Ron Brower
Title: SVP, Senior Aviation Counsel and Secretary

DocuSign Envelope ID: FDD8D05D-761F-40CB-9C5B-A7021FF5B08F

MORTGAGEE:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Mortgagee

DocuSigned by:
Chad May
58B2A0A881EA4C6...

By:_____
Name: Chad May
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

A. U.S. Trademark Applications and Registrations of WHEELS UP PARTNERS, LLC

MARK	APP. DATE	APP. NO.	REG. DATE	REG. NO.
8760	May-05-2014	86272375	Jul-25-2017	5251487
DOWNLOAD & FLY UP	Sep-22-2020	90976013	Dec-28-2021	6604174
HOT FLIGHTS	Jan-29-2016	86891090	Oct-30-2018	5596078
SAFEPASSAGE	May-13-2020	88983934		
SOCIAL AVIATION	Jun-23-2014	86317138	Oct-02-2018	5576055
UP and Design	Jan-18-2014	86169360	Nov-14-2017	5335634
UP & Design	Jul-28-2021	90852791		
WHEELS DOWN	May-31-2013	85948200	Sep-12-2017	5286502
WHEELS UP	Jul-28-2021	90852774		
WHEELS UP	May-31-2013	85948198	Feb-21-2017	5146919
WHEELS UP 8760	May-31-2013	85948199	Sep-26-2017	5296586

B. U.S. Trademark Applications and Registrations of WHEELS UP PARTNERS, LLC

MARK	APP. DATE	APP. NO.	REG. DATE	REG. NO.
8760	May-05-2014	86272375	Jul-25-2017	5251487
DOWNLOAD & FLY UP	Sep-22-2020	90976013	Dec-28-2021	6604174
AMPLIFLY	Apr-06-2018	87866205	Dec-31-2019	5950824
AMPLIFLY Logo (B&W)	Apr-24-2018	87890394	Dec-31-2019	5950868
AMPLIFLY Logo (B&W)	Apr-24-2018	87890552	Jun-18-2019	5783151
AMPLIFLY Logo (Color)	Apr-24-2018	87890477	Dec-31-2019	5950869
AMPLIFLY Logo (Color)	Apr-24-2018	87890577	Jun-18-2019	5783152
POWERED BY AMPLIFLY Logo (B&W)	Apr-24-2018	87890928	Dec-31-2019	5950870
AMPLIFLY	Apr-06-2018	87866205	Dec-31-2019	5950824

C. U.S. Trademark Applications and Registrations of AVIANIS SYSTEMS LLC

MARK	**APP. DATE**	**APP. NO.**	**REG. DATE**	**REG. NO.**
AVIANIS	May-20-2020	88924956		
(Avianis Logo)	May-20-2020	88924975	Jun-22-2021	6392822
(Avianis Logo)	May-20-2020	88924969		