

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM774879

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | RESUBMISSION      |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |
| <b>RESUBMIT DOCUMENT ID:</b> | 900725902         |

## CONVEYING PARTY DATA

| Name               | Formerly | Execution Date | Entity Type                            |
|--------------------|----------|----------------|--|
| BusCo Holdings LLC |          | 10/07/2022     | Limited Liability Company:<br>DELAWARE |
| Gogo Charters LLC  |          | 10/07/2022     | Limited Liability Company:<br>GEORGIA  |
| Charter UP, LLC    |          | 10/07/2022     | Limited Liability Company:<br>GEORGIA  |

## RECEIVING PARTY DATA

|                        |   |
|------------------------|---|
| <b>Name:</b>           | JPMorgan Chase Bank, N.A.                   |
| <b>Street Address:</b> | 10 South Dearborn, Floor L2, IL1-0486       |
| <b>City:</b>           | Chicago                                     |
| <b>State/Country:</b>  | ILLINOIS                                    |
| <b>Postal Code:</b>    | 60603                                       |
| <b>Entity Type:</b>    | National Banking Association: UNITED STATES |

## PROPERTY NUMBERS Total: 7

| Property Type               | Number  | Word Mark                         |
|-----------------------------|---------|-----------------------------------|
| <b>Registration Number:</b> | 6688838 | A ATLANTA CHARTER BUS COMPANY     |
| <b>Registration Number:</b> | 6623964 | DC CHARTER BUS COMPANY            |
| <b>Registration Number:</b> | 6688839 | LOS ANGELES CHARTER BUS COMPANY   |
| <b>Registration Number:</b> | 6688840 | NEW YORK CHARTER BUS COMPANY      |
| <b>Registration Number:</b> | 6688841 | SAN FRANCISCO CHARTER BUS COMPANY |
| <b>Registration Number:</b> | 5791597 | CHARTERUP                         |
| <b>Registration Number:</b> | 6763043 | GOGO CHARTERS                     |

## CORRESPONDENCE DATA

**Fax Number:** 6175236850  
**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:** 617-523-2700  
**Email:** susan.dinicola@hklaw.com,chloe.farrar@hklaw.com  
**Correspondent Name:** Holland & Knight LLP  
**Address Line 1:** 10 St. James Avenue

TRADEMARK

**Address Line 4:** Boston, MASSACHUSETTS 02116

**ATTORNEY DOCKET NUMBER:** 088499.01599

**NAME OF SUBMITTER:** Susan C. DiNicola

**SIGNATURE:** /Susan C. DiNicola/

**DATE SIGNED:** 12/16/2022

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

**Trademark Security Agreement**, dated October 7, 2022 (this “**Trademark Security Agreement**”), by BusCo Holdings LLC, a Delaware limited liability company (“**BUSCO**”), GOGO CHARTERS LLC, a Georgia limited liability company (“**GOGO**”), and Charter UP, LLC a Georgia limited liability company (“**CUP**” and, together with BUSCO and GOGO, each, a “**Grantor**” and, collectively, the “**Grantors**”) in favor of JPMORGAN CHASE BANK, N.A., in its capacity as lender (the “**Lender**”) for itself and the Secured Parties pursuant to the Credit Agreement (as defined below).

**WITNESSETH:**

WHEREAS, each Grantor is party to the Credit Agreement, dated October 7, 2022, by and among the Grantors, CHARTERUP GROUP, LLC, a Delaware limited liability company, as Borrower, CHARTERUP 3H, LLC, a Delaware limited liability company, as Holdings, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and Lender (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Grantor hereby agrees with the Lender as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein have the meaning given to them in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Lender for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the Trademarks, as defined in the Security Agreement, of each Grantor listed on Schedule I attached hereto, including all goodwill associated with such Trademarks.

SECTION 3. The Credit Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Credit Agreement and the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control.

SECTION 4. Termination. Upon the termination of the Credit Agreement in accordance with Section 9.08 thereof, the Lender shall, at the expense of each Grantor, execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. The terms of Sections 8.09 and 8.10 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

*[Signature pages follow]*

**BUSCO HOLDINGS LLC** as Grantor

By: Luis Carranza  
Name: Luis Carranza  
Title: Treasurer and Secretary

**GOGO CHARTERS LLC** as Grantor

By: Luis Carranza  
Name: Luis Carranza  
Title: Treasurer and Secretary

*{Signature Page to Trademark Security Agreement}*

CHARTER UP, LLC as Grantor

By: Luis Carranza  
Name: Luis Carranza  
Title: Treasurer and Secretary

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 007911 FRAME: 0859**

**JPMORGAN CHASE BANK, N.A.**, as Lender

By:   
Name: Brittany Fegan  
Title: Vice President

**Schedule I**  
**Trademark Registrations and Use Applications**

| <b>Mark</b>                                     | <b>Country</b> | <b>Application #</b> | <b>Registration #</b> | <b>Owner Name</b>  |
|---|----------------|----------------------|-----------------------|--------------------|
| ATLANTA CHARTER BUS COMPANY<br>and Design       | US             | 88/833,543           | 6,688,838             | BusCo Holdings LLC |
| DC CHARTER BUS COMPANY and<br>Design            | US             | 88/833,564           | 6,623,964             | BusCo Holdings LLC |
| LOS ANGELES CHARTER BUS<br>COMPANY and Design   | US             | 88/833,557           | 6,688,839             | BusCo Holdings LLC |
| NEW YORK CHARTER BUS<br>COMPANY and Design      | US             | 88/833,559           | 6,688,840             | BusCo Holdings LLC |
| SAN FRANCISCO CHARTER BUS<br>COMPANY and Design | US             | 88/833,657           | 6,688,841             | BusCo Holdings LLC |
| CHARTERUP                                       | US             | 87/843,777           | 5,791,597             | Charter UP, LLC    |
| GOGO CHARTERS                                   | US             | 87/270,204           | 6,763,043             | Gogo Charters LLC  |