

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM774575

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JETNET, L.L.C.		12/14/2022	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CUSTOMERS BANK		
<b>Street Address:</b>	One International Place, 26th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	Corporation: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6698696	JETNET IQ	
<b>Registration Number:</b>	6698700	JETNET IQ PULSE	
<b>Registration Number:</b>	5064693	YACHTSPOT	
<b>Registration Number:</b>	1614140	JETNET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>		
<b>Phone:</b>	2023704750		
<b>Email:</b>	ipteam@coagencyglobal.com		
<b>Correspondent Name:</b>	Rodney Boulware		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1859651		
<b>NAME OF SUBMITTER:</b>	Yvette Stohler		
<b>SIGNATURE:</b>	/Yvette Stohler/		
<b>DATE SIGNED:</b>	12/15/2022		
<b>Total Attachments: 6</b>			

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of December 14, 2022 (the "**Agreement**") between **CUSTOMERS BANK** ("**Lender**") and **JETNET, L.L.C.**, a New York limited liability company ("**Grantor**") is made with reference to the Loan and Security Agreement, dated as of December 14, 2022 (as amended from time to time, the "**Loan Agreement**"), between, *inter alios*, Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "**Copyrights**"), including the Copyrights described in **Exhibit A**;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

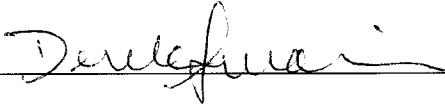
(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

**JETNET, L.L.C.,**  
a New York limited liability company

By:  \_\_\_\_\_

Name: Derek Swaim

Title: Chief Executive Officer

Address for Notices:

JETNET, L.L.C.  
101 First Street  
Utica, NY 13501-1261  
Attn: Derek Swaim, Chief Executive Officer  
Email: [DSwaim@jetnet.com](mailto:DSwaim@jetnet.com)

With a copy, which shall not constitute notice, to:

Benton B. Bodamer  
Dickinson Wright PLLC  
180 E. Broad Street, Suite 3400  
Columbus, OH 43215  
Email: [bbodamer@dickinson-wright.com](mailto:bbodamer@dickinson-wright.com)

**LENDER:**

**CUSTOMERS BANK**

By: \_\_\_\_\_

Name: Robert Barton

Title: Vice President, Relationship Manager

Address for Notices:

CUSTOMERS BANK  
One International Place, 26th Floor  
Boston, MA 02110  
Attn: Bobby Bryant; Sean McGah  
Email: [rbryant@customersbank.com](mailto:rbryant@customersbank.com);  
[smcgah@customersbank.com](mailto:smcgah@customersbank.com)

*[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

**JETNET, L.L.C.,**  
a New York limited liability company

By: \_\_\_\_\_

Name: Derek Swaim

Title: Chief Executive Officer

Address for Notices:

JETNET, L.L.C.  
101 First Street  
Utica, NY 13501-1261  
Attn: Derek Swaim, Chief Executive Officer  
Email: [DSwaim@jetnet.com](mailto:DSwaim@jetnet.com)

With a copy, which shall not constitute notice, to:

Benton B. Bodamer  
Dickinson Wright PLLC  
180 E. Broad Street, Suite 3400  
Columbus, OH 43215  
Email: [bbodamer@dickinson-wright.com](mailto:bbodamer@dickinson-wright.com)

**LENDER:**

**CUSTOMERS BANK**

By:  \_\_\_\_\_

Name: Robert Barton

Title: Vice President, Relationship Manager

Address for Notices:

CUSTOMERS BANK  
One International Place, 26th Floor  
Boston, MA 02110  
Attn: Bobby Bryant; Sean McGah  
Email: [rbryant@customersbank.com](mailto:rbryant@customersbank.com);  
[smcgah@customersbank.com](mailto:smcgah@customersbank.com)

*[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]*

**EXHIBIT A**  
**COPYRIGHTS**

Please Check if No Copyrights Exist

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

**EXHIBIT B**  
**TRADEMARKS**

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>UPTO Reference Number:</u>	<u>Filing Date:</u>
JETNET IQ	90663950	6698696	--	04/22/2021
JETNET IQ PULSE	90663996	6698700	--	04/22/2021
YACHTSPOT	86323199	5064693	--	06/27/2014
JETNET	73758731	1614140	--	10/20/1988

**EXHIBIT C**

**PATENTS**

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued Or Published?</u>	<u>Issue Date:</u>