

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777619

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VAIL VALLEY JET CENTER LLC		11/30/2021	Limited Liability Company: COLORADO
EPIC AVIATION, LLC		11/30/2021	Limited Liability Company: OREGON
EPIC CARD SERVICES, LLC		11/30/2021	Limited Liability Company: DELAWARE
QT PETROLEUM ON DEMAND, LLC		11/30/2021	Limited Liability Company: OREGON
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as collateral agent		
Street Address:	20 King Street West, 4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	4168086	BRAVO	
Registration Number:	4428465	BRAVO REWARDS	
Registration Number:	4168085	COMPASS	
Registration Number:	4250179	COMPASS TRANSACTION MANAGEMENT SYSTEM	
Registration Number:	4242017		
Registration Number:	4242018		
Registration Number:	4242014		
Registration Number:	4242013		
Registration Number:	4564613	ECS	
Registration Number:	4354019	EPIC	
Registration Number:	4354021	EPIC	
Registration Number:	4405903	EPIC	
Registration Number:	4354023	EPIC	
Registration Number:	4170890	EPIC AVIATION	

TRADEMARK

REEL: 007952 FRAME: 0945

900741416

CH \$790.00 4168086

Property Type	Number	Word Mark
Registration Number:	4170891	EPIC AVIATION
Registration Number:	4170892	EPIC AVIATION
Registration Number:	4170893	EPIC AVIATION
Registration Number:	4404081	EPIC CARD SERVICES
Registration Number:	5150112	EPIC FUELS
Registration Number:	5150115	EPIC FUELS
Registration Number:	5150113	EPIC FUELS
Registration Number:	5046865	EPIC FUELS
Registration Number:	5046866	EPIC FUELS
Registration Number:	5046867	EPIC FUELS
Registration Number:	5046868	EPIC FUELS
Registration Number:	4649116	QTPOD
Registration Number:	4649117	QTPOD
Registration Number:	4666357	QTPOD PETROLEUM ON DEMAND
Registration Number:	2773497	
Registration Number:	2857406	VAIL VALLEY JET CENTER
Registration Number:	2855625	VAIL VALLEY JET CENTER

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	22946.00046
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	12/30/2022

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of November 30, 2021, by the undersigned (each, a “**Grantor**”), in favor of Royal Bank of Canada, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, each Grantor is party to that certain Security Agreement dated as of June 7, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement.

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

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent 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:

(a) all Trademark registrations and applications of such Grantor listed on Schedule I attached hereto (the “**Pledged Trademarks**”).

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, which is incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination; Release. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof or the release of any Grantor in accordance with Section 6.11 of the Security Agreement, the Collateral Agent shall, at the expense of the Borrowers for any out-of-pocket expenses, execute, acknowledge, and deliver to each applicable Grantor an instrument reasonably requested by such Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks of such Grantor 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 of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.


SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement, including, for the avoidance of doubt, the First Lien Intercreditor Agreement. In the event of

any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

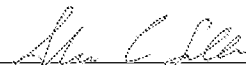
[Signature pages follow.]

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

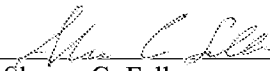
VAIL VALLEY JET CENTER LLC

By: 
Name: Shawn C. Fallon
Title: Vice President

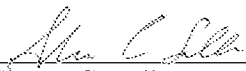
EPIC AVIATION, LLC

By: 
Name: Shawn C. Fallon
Title: Vice President

EPIC CARD SERVICES, LLC

By: 
Name: Shawn C. Fallon
Title: Vice President


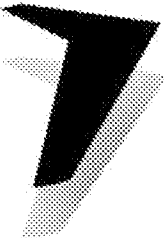
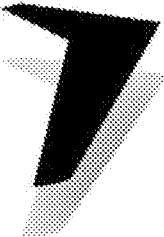
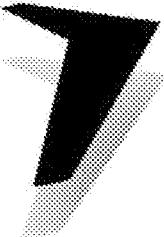
QT PETROLEUM ON DEMAND, LLC

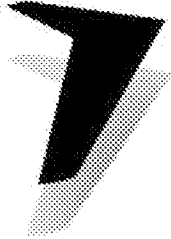
By: 
Name: Shawn C. Fallon
Title: Vice President





ROYAL BANK OF CANADA, as Collateral Agent

By: 
Name: Yvonne Brazier
Title: Manager, Agency Services

Schedule I
U.S. Trademark Registrations and Applications

Mark	Registration No. / Registration Date	Current Owner of Record
BRAVO	4168086 03-JUL-2012	EPIC AVIATION, LLC
BRAVO REWARDS AND DESIGN 	4428465 05-NOV-2013	EPIC AVIATION, LLC
COMPASS	4168085 03-JUL-2012	EPIC AVIATION, LLC
COMPASS TRANSACTION MANAGEMENT SYSTEM	4250179 27-NOV-2012	EPIC AVIATION, LLC
DESIGN ONLY 	4242017 13-NOV-2012	EPIC AVIATION, LLC
DESIGN ONLY 	4242018 13-NOV-2012	EPIC AVIATION, LLC
DESIGN ONLY 	4242014 13-NOV-2012	EPIC AVIATION, LLC

Mark	Registration No. / Registration Date	Current Owner of Record
DESIGN ONLY 	4242013 13-NOV-2012	EPIC AVIATION, LLC
ECS	4564613 08-JUL-2014	EPIC CARD SERVICES, LLC
EPIC	4354019 18-JUN-2013	EPIC AVIATION, LLC
EPIC	4354021 18-JUN-2013	EPIC AVIATION, LLC
EPIC	4405903 24-SEP-2013	EPIC AVIATION, LLC
EPIC	4354023 18-JUN-2013	EPIC AVIATION, LLC
EPIC AVIATION	4170890 10-JUL-2012	EPIC AVIATION, LLC
EPIC AVIATION	4170891 10-JUL-2012	EPIC AVIATION, LLC
EPIC AVIATION	4170892 10-JUL-2012	EPIC AVIATION, LLC
EPIC AVIATION	4170893 10-JUL-2012	EPIC AVIATION, LLC
EPIC CARD SERVICES	4404081 17-SEP-2013	EPIC CARD SERVICES, LLC
EPIC FUELS	5150112 28-FEB-2017	EPIC AVIATION, LLC
EPIC FUELS	5150115 28-FEB-2017	EPIC AVIATION, LLC
EPIC FUELS	5150113 28-FEB-2017	EPIC AVIATION, LLC
EPIC FUELS	5046865 20-SEP-2016	EPIC AVIATION, LLC
EPIC FUELS	5046866 20-SEP-2016	EPIC AVIATION, LLC
EPIC FUELS	5046867 20-SEP-2016	EPIC AVIATION, LLC
EPIC FUELS	5046868 20-SEP-2016	EPIC AVIATION, LLC
JET-0	—	EPIC AVIATION, LLC
JETZERO	—	EPIC AVIATION, LLC
QTPOD	4649116 02-DEC-2014	QT PETROLEUM ON DEMAND, LLC

Mark	Registration No. / Registration Date	Current Owner of Record
QTPOD IN STYLIZED LETTERS 	4649117 02-DEC-2014	QT PETROLEUM ON DEMAND, LLC
QTPOD PETROLEUM ON DEMAND IN STYLIZED LETTERS 	4666357 06-JAN-2015	QT PETROLEUM ON DEMAND, LLC
	2,773,497 10/14/2003	VAIL VALLEY JET CENTER LLC
	2,857,406 06/22/2004	VAIL VALLEY JET CENTER LLC
VAIL VALLEY JET CENTER	2,855,625 06/22/2004	VAIL VALLEY JET CENTER LLC