

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM795359

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in U.S. Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atlas Air, Inc.		03/17/2023	Corporation: DELAWARE
Atlas Air Worldwide Holdings, Inc.		03/17/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA, as Collateral Agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Bank: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5462455		
Registration Number:	4632582	TITAN	
Registration Number:	5153723	HAWK A PROPRIETARY ATLAS AIR SYSTEM	
Serial Number:	97391293	RAMPVIEW	
Registration Number:	5085093	RAMPVIEW	
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>			
Phone:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1937104 TM		
NAME OF SUBMITTER:	Jai Malhotra		
SIGNATURE:	/Jai Malhotra/		

OP \$140.00 5462455

DATE SIGNED:	03/17/2023
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Total Attachments: 5

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NOTICE OF GRANT OF SECURITY INTEREST IN U.S. TRADEMARKS

This NOTICE OF GRANT OF SECURITY INTEREST IN U.S. TRADEMARKS (this “IP Security Agreement”) dated as of March 17, 2023, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors” and individually, each a “Grantor”) in favor of GOLDMAN SACHS BANK USA, as Collateral Agent (as defined below).

WHEREAS, Rand Midco, LLC, a Delaware limited liability company, Rand Parent, LLC, a Delaware limited liability company (the “Borrower”), GOLDMAN SACHS BANK USA, as administrative agent for the Secured Parties and each lender from time to time party thereto have entered into a First Lien Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “First Lien Credit Agreement”);

WHEREAS, reference is made to the Collateral Agreement, dated as of the date hereof among the Borrower, each subsidiary of the Borrower identified therein and GOLDMAN SACHS BANK USA, as collateral agent (together with its successors and assigns, the “Collateral Agent”) for the Secured Parties (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”); and

WHEREAS, under the terms of the Collateral Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Definitions. Capitalized terms used in this IP Security Agreement and not otherwise defined herein shall have the meanings ascribed to such terms in the First Lien Credit Agreement or the Collateral Agreement, as applicable.

Section 2. Grant of Security. As security for the payment or performance, as the case may be, in full, of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following to the extent governed by, arising under, pursuant to, or by virtue of, the Laws of the United States of America or any state thereof (the “Collateral”):

(a) all trademarks, trademark applications, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, and all general intangibles of like nature whether registered or unregistered, together, in each case, with the goodwill symbolized thereby (“Trademarks”); provided, however, that the foregoing grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act;

(b) all registrations and applications for registration for any of the foregoing in the United States Patent and Trademark Office, including, without limitation, the registrations and applications for registration of United States intellectual property set forth in Schedule I hereto, together with all

reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof; and

(c) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages;

provided, that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (c), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

Section 3. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)).

Section 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement with the United States Patent and Trademark Office.

Section 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in .pdf or similar format by electronic mail shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

Section 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Collateral Agreement, the terms of the Collateral Agreement shall govern.

Section 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

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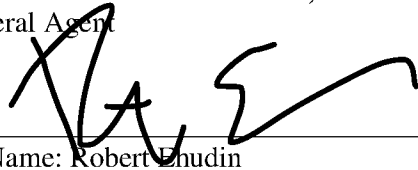
IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

ATLAS AIR, INC.
ATLAS AIR WORLDWIDE HOLDINGS, INC.

By: DocuSigned by:
Adam R. Kokas
57C506A7592A48A
Name: Adam Kokas
Title: Executive Vice President, General
Counsel and Secretary



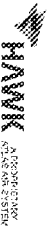
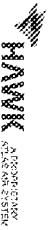
GOLDMAN SACHS BANK USA,
as Collateral Agent

By:



Name: Robert Chudin
Title: Authorized Signatory

Schedule I
TRADEMARKS

No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status
1.	<i>Design Only</i>  TITAN	United States	87512946 30-JUN-2017	5462455 08-MAY-2018	39	Atlas Air Worldwide Holdings, Inc.	Registered
2.	 HAWK A PROPRIETARY ATLAS AIR SYSTEM	United States	77661851 03-FEB-2009	4632582 04-NOV-2014	35 36 37 39	Atlas Air Worldwide Holdings, Inc.	Registered
3.	 RAMMPVIEW	United States	97391293 02-MAY-2022	N/A	42	Atlas Air, Inc.	Pending
4.	 RAMMPVIEW	United States	86804472 30-OCT-2015	5085093 22-NOV-2016	9	Atlas Air, Inc.	Registered