

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM803944

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JETNET, L.L.C.		04/13/2023	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	CUSTOMERS BANK		
Street Address:	One International Place, 26th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6698696	JETNET IQ	
Registration Number:	6698700	JETNET IQ PULSE	
Registration Number:	5064693	YACHTSPOT	
Registration Number:	1614140	JETNET	
Registration Number:	5532098	JETTRACK	
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:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1964051		
NAME OF SUBMITTER:	Yvette Stohler		
SIGNATURE:	/Yvette Stohler/		

OP \$140.00 6698696

DATE SIGNED:

04/18/2023

Total Attachments: 6

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of April 13, 2023 (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.

This Agreement amends and restates, without novation, that certain Intellectual Property Security Agreement, dated as of December 14, 2022, between Grantor and Lender, which was originally recorded with the US Patent and Trademark Office on December 15, 2022 at Reel and Frame Number 7922/0374.

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.

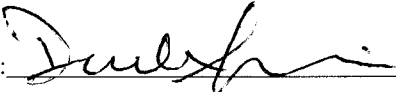
The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or

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, President
Email: 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

LENDER:

CUSTOMERS BANK

By: _____

Name: _____

Title: _____

Address for Notices:

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

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: _____

Title: _____

Address for Notices:

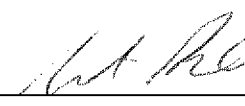
JETNET, L.L.C.
101 First Street
Utica, NY 13501-1261
Attn: Derek Swaim, President
Email: DSwaim@jetnet.com

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

LENDER:

CUSTOMERS BANK

By:  _____

Name: Robert Barton

Title: Vice President

Address for Notices:

CUSTOMERS BANK
One International Place, 26th Floor
Boston, MA 02110
Attn: Bobby Bryant; Sean McGah
Email: rbryant@customersbank.com;
smegah@customersbank.com

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
JETTRACK	87579534	5532098		08/22/2017

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>