

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807223

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PrimeFlight Aviation Services, Inc.		05/01/2023	Corporation: DELAWARE
Sharp Details, LLC		05/01/2023	Limited Liability Company: VIRGINIA
Down to the Last Detail Incorporated		05/01/2023	Corporation: ILLINOIS
Appearance Group, Inc.		05/01/2023	Corporation: KANSAS
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Agent		
Street Address:	10 S. Wacker Drive, 26th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	6312535	PRIME APPEARANCE	
Registration Number:	6312534	PRIMEFLIGHT	
Registration Number:	3187855	PRIMEFLIGHT AVIATION SERVICES	
Registration Number:	3401090	SHARP DETAILS	
Registration Number:	2917123	DOWN TO THE LAST DETAIL	
Registration Number:	2917122	DTTLD	
Registration Number:	2176270	APPEARANCE GROUP	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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:	3128637267		
Email:	jaclyn.digrande@goldbergkohn.com		
Correspondent Name:	Jaclyn Di Grande - Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		

OP \$190.00 6312535

Address Line 2: 55 E Monroe St., Ste 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1989.783

NAME OF SUBMITTER: Jaclyn Di Grande

SIGNATURE: /jaclyn di grande/

DATE SIGNED: 05/01/2023

Total Attachments: 4

source=PrimeFlight - Grant of Trademark Security Interest#page1.tif
source=PrimeFlight - Grant of Trademark Security Interest#page2.tif
source=PrimeFlight - Grant of Trademark Security Interest#page3.tif
source=PrimeFlight - Grant of Trademark Security Interest#page4.tif

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, each of the entities listed on the signature pages hereof (each, a "**Grantor**" and, collectively, the "**Grantors**"), owns and in the future may acquire various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, PRIMEFLIGHT ACQUISITION, LLC, a Delaware limited liability company ("**Company**") has entered into a Credit Agreement, dated as of May 1, 2023 (the Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") with the financial institutions and other persons named therein (collectively, together with their respective successors and permitted assigns party to the Credit Agreement from time to time, the "**Lenders**"), and Wells Fargo Bank, National Association, a national banking association, in its capacity as agent for each member of the Lender Group and the Bank Product Providers (in such capacity, "**Secured Party**") pursuant to which Lenders have made certain commitments to extend certain credit facilities to Company, subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, each Grantor has executed and delivered that certain Subsidiary Guaranty dated as of May 1, 2023 (the Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Guaranty**") in favor of Secured Party for the benefit of Lenders; and]

WHEREAS, pursuant to the terms of a Security Agreement dated as of May 1, 2023 (the Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Company, Secured Party and the other grantors named therein, each Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral as hereinafter defined;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by each Grantor to Secured Party pursuant to the Security Agreement, each Grantor hereby grants to Secured Party a security interest in all of such Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**");

(i) all Trademarks, including the United States Trademark Registrations set forth on Schedule A annexed hereto and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all Proceeds thereof.

Notwithstanding anything to the contrary herein, any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks shall not be included in the

Trademark Collateral unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted by the United States Patent and Trademark Office, whereupon such applications shall be automatically subject to the security interest granted herein and deemed included in the Trademark Collateral.

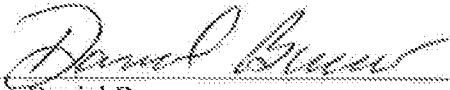
Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

This Grant of Trademark Security Interest shall terminate and the security interest in the Trademark Collateral shall be released upon the payment in full of all Secured Obligations. Upon the termination of this Grant of Trademark Security Interest, the Secured Party shall execute all documents, make all filings, take all other actions reasonably requested by the such Grantor to evidence and record the release of the security interests in the Trademark Collateral granted herein.

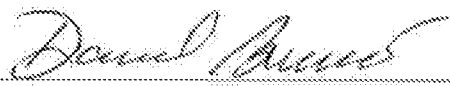
[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, each Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first set forth above.

PRIMEFLIGHT AVIATION SERVICES, INC., a
Delaware corporation

By: 
Name: Daniel Bucaro
Title: President and Chief Executive Officer

SHARP DETAILS, LLC, a Virginia limited liability
company
**DOWN TO THE LAST DETAIL
INCORPORATED**, an Illinois corporation
APPEARANCE GROUP, INC., a Kansas corporation

By: 
Name: Daniel Bucaro
Title: President

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
PRIME APPEARANCE	90083111	Registered	6312535	4/6/21	Primeflight Aviation Services, Inc.
PRIMEFLIGHT	90083096	Registered	6312534	4/6/21	Primeflight Aviation Services, Inc.
PRIMEFLIGHT AVIATION SERVICES	78246661	Registered	3187855	12/19/06	PrimeFlight Aviation Services, Inc.
SHARP DETAILS	77210383	Registered	3401090	3/25/08	Sharp Details, LLC
DOWN TO THE LAST DETAIL	76569838	Registered	2917123	1/11/05	Down To The Last Detail, Inc.
DTTLD	76569837	Registered	2917122	1/11/05	Down To The Last Detail, Inc.
APPEARANCE GROUP	75225359	Registered	2176270	7/28/98	Appearance Group, Inc.