

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807113

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
APPEARANCE GROUP, INC.		05/01/2023	Corporation: KANSAS
DOWN TO THE LAST DETAIL INCORPORATED		05/01/2023	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	MidCap Financial Trust, as Administrative Agent		
Street Address:	7255 WOODDMONT AVENUE		
Internal Address:	C/O MIDCAP FINANCIAL SERVICES, LLC		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	STATUTORY TRUST: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	6312535	PRIME APPEARANCE	
Registration Number:	3187855	PRIMEFLIGHT AVIATION SERVICES	
Registration Number:	6312534	PRIMEFLIGHT	
Registration Number:	3401090	SHARP DETAILS	
Registration Number:	2176270	APPEARANCE GROUP	
Registration Number:	2917123	DOWN TO THE LAST DETAIL	
Registration Number:	2917122	DTTLD	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	617.526.9617		
Email:	ypan@proskauer.com		

CH \$190.00 6312535

Correspondent Name: Abid Khalid
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110-2600

ATTORNEY DOCKET NUMBER: 11964-523

NAME OF SUBMITTER: Abid Khalid

SIGNATURE: /Abid Khalid/

DATE SIGNED: 05/01/2023

Total Attachments: 4

source=PrimeFlight - Trademark Security Agreement Executed#page1.tif

source=PrimeFlight - Trademark Security Agreement Executed#page2.tif

source=PrimeFlight - Trademark Security Agreement Executed#page3.tif

source=PrimeFlight - Trademark Security Agreement Executed#page4.tif

SECURITY AGREEMENT

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, PRIMEFLIGHT AVIATION SERVICES, INC., a Delaware corporation, SHARP DETAILS, LLC, a Virginia limited liability company, APPEARANCE GROUP, INC., a Kansas corporation and DOWN TO THE LAST DETAIL INCORPORATED, an Illinois corporation (each a “Grantor” and together, the “Grantors”), own 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 MidCap Financial Trust, as Administrative Agent for the Lenders (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, such 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 (other than Unasserted 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 such Grantor to evidence and record the release of the security interests in the Trademark Collateral granted herein.

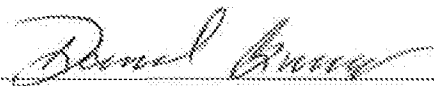
[The remainder of this page is intentionally left blank.]

Grant of Trademark Security Interest
to Security Agreement

TRADEMARK
REEL: 008063 FRAME: 0276

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.

By:  _____


Name: Daniel Bucaro

Title: President and Chief Executive Officer

DOWN TO THE LAST DETAIL INCORPORATED

APPEARANCE GROUP, INC.

SHARP DETAILS, LLC

By:  _____


Name: Daniel Bucaro

Title: President

Grant of Trademark Security Interest
to Security Agreement

TRADEMARK
REEL: 008063 FRAME: 0277

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

Trademark	Registration Number	Registration Date	Record Owner
PRIME APPEARANCE	6,312,535	April 6, 2021	PrimeFlight Aviation Services, Inc.
PRIMEFLIGHT AVIATION SERVICES	3,187,855	Dec. 19, 2006	PrimeFlight Aviation Services, Inc.
PRIMEFLIGHT	6312534	April 6, 2021	PrimeFlight Aviation Services, Inc.
SHARP DETAILS	3,401,090	March 25, 2008	Sharp Details, LLC
APPEARANCE GROUP and Design 	2176270	July 28, 1998	Appearance Group, Inc.
DOWN TO THE LAST DETAIL	2917123	January 11, 2005	Down to the Last Detail, Inc.
DTTLD	2917122	January 11, 2005	Down to the Last Detail, Inc.