

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM825150

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Truist Bank		07/11/2023	Chartered Bank:
RECEIVING PARTY DATA			
Name:	DKB Partners LLC		
Street Address:	7892 Fisher Island Drive		
Internal Address:	Attention: James K. Neff		
City:	Fisher Island		
State/Country:	FLORIDA		
Postal Code:	33409		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5462977	WGA WESTERN GLOBAL AIRLINES	
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:	3025715009		
Email:	lmccrery@ycst.com		
Correspondent Name:	Lauren McCrery		
Address Line 1:	Rodney Square, 1000 North King Street		
Address Line 4:	Wilmington, DELAWARE 19801		
NAME OF SUBMITTER:	Lauren McCrery		
SIGNATURE:	/Lauren McCrery/		
DATE SIGNED:	07/18/2023		
Total Attachments: 6			
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OP \$40.00 5462977

ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

THIS ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS (this “Assignment”) is made and entered into as of July 11, 2023, by TRUIST BANK, as the administrative agent and collateral agent (in such capacities, the “Existing Agent”) under the Credit Agreement (as defined below), and DKB PARTNERS LLC, a Delaware limited liability company, as the successor administrative agent and collateral agent (in such capacities, the “Successor Agent”), in connection with:

(i) that certain Revolving Credit and Term Loan Agreement, dated as of September 14, 2020 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”), entered into by Western Global Airlines LLC, a Florida limited liability company (“WGA LLC”), the lenders from time to time parties thereto (the “Lenders”), and Truist Bank, in its capacity as administrative agent for the Lenders and in its capacity as collateral agent for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below);

(ii) that certain Guaranty and Security Agreement, dated as of September 14, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), made by WGA LLC, in favor of Existing Agent for the ratable benefit of the Secured Parties, pledging, assigning, transferring and granting a security interest in, all of WGA LLC’s right, title and interest in, to and under any and all of the Trademark Collateral (as defined below); and

(iii) that certain Trademark Security Agreement, dated as of September 14, 2020 (the “Trademark Security Agreement”), made by WGA LLC, as grantor, in favor of the Existing Agent.

Capitalized terms used in this Assignment and not otherwise defined herein shall have the meaning specified in the Guaranty and Security Agreement.

W I T N E S S E T H

WHEREAS, on October 22, 2020, WGA LLC converted its legal existence from a Florida limited liability company to a Delaware corporation and, thereafter, has continued its existence as Western Global Airlines, Inc. (“WGA”);

WHEREAS, pursuant to the Guaranty and Security Agreement and the Trademark Security Agreement, WGA pledged, assigned, transferred and granted to the Existing Agent, for the benefit of the Secured Parties thereto, a security interest in, all of WGA’s right, title and interest in, to and under any and all of the Collateral, including the Trademark Collateral (as defined in the Trademark Security Agreement, including, without limitation, as listed on Schedule A hereto);

WHEREAS, the Trademark Security Agreement was recorded with the United States Trademark Office on September 14, 2020 at Reel 7050 Frame 0951; and

WHEREAS, the Existing Agent and the Successor Agent desire to enter into this Assignment to evidence the assignment of Existing Agent’s rights arising under or in connection

with the Trademark Security Agreement to Successor Agent and the replacement of the Existing Agent by the Successor Agent of all of the Existing Agent's right, title, and interest in, to and under the Credit Agreement, the Guaranty and Security Agreement, and the Trademark Security Agreement, including, without limitation, all of the Existing Agent's security interest in, all right, title, and interest in, to, and under any and all of the Trademark Collateral.

NOW, THEREFORE, IN CONSIDERATION of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Security Interest. Pursuant to the terms and conditions set forth in the Loan Sale and Assignment Agreement and Amendment to Credit Agreement, dated as of June 29, 2023 ("Loan Sale Agreement"; capitalized terms used herein but not otherwise defined herein shall have the meaning provided to such terms in the Credit Agreement, the Guaranty and Security Agreement, the Trademark Security Agreement and the Loan Sale Agreement), (a) the Existing Agent irrevocably sold and assigned without recourse, and except as provided in the Loan Sale Agreement, without representation or warranty, to the Successor Agent on an as is, where is basis, and the Successor Agent irrevocably purchased and assumed from the Existing Agent on an as is, where is basis, subject and in accordance with the Standard Terms and Conditions set forth on Exhibit A of the Loan Sale Agreement and the Credit Agreement, the Assigned Interest, including Existing Agent's rights arising under or in connection with the Trademark Security Agreement, and (b) the Existing Agent has resigned as the administrative agent under the Loan Documents and the Successor Agent has been appointed as administrative agent under the Loan Documents, including under the Trademark Security Agreement and with respect to the security interest in the Trademark Collateral, which is now pledged, assigned, transferred and granted to the Successor Agent, and the Successor Agent has assumed such security interest for the benefit of the Secured Parties.

2. Purpose. This Assignment has been executed and delivered by the Existing Agent and Successor Agent for the purpose of recording the replacement of the Existing Agent by the Successor Agent of the Existing Agent's security interest in, all right, title, and interest in, to, and under any and all of the Trademark Collateral set forth herein with the United States Patent and Trademark Office. The security interest referred to herein is expressly subject to the terms and conditions of the Credit Agreement, the Guaranty and Security Agreement, and the Trademark Security Agreement. The Credit Agreement, the Guaranty and Security Agreement (and all rights and remedies of the Secured Parties thereunder), and the Trademark Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with their respective terms. All terms set forth in the Loan Sale Agreement are hereby incorporated herein by reference with the same force and effect as though fully set forth herein. To the extent that the terms set forth herein are inconsistent with the terms of the Loan Sale Agreement, the terms set forth in the Loan Sale Agreement shall control.

3. GOVERNING LAW. This Assignment and the rights and obligations of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of New York and applicable United States federal law.

4. Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart. Delivery of an executed counterpart of this Assignment by facsimile or other electronic means shall be effective as an original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties below have caused this Assignment to be duly executed as of the date above first written.

TRUIST BANK,
as Existing Agent



By: _____
Name: JUAN DE JESUS - CABALLERO
Title: CEO

DKB PARTNERS LLC,
as Successor Agent

By: 

Name: James K. Neff

Title: President

[Signature Page to Assignment of Security Interest in Trademarks]

CHAKS284751672

TRADEMARK
REEL: 008136 FRAME: 0344

Schedule A

Trademark Collateral

U.S. Trademarks:

Trademark	Class	Registration / Application No. and Date	Owner	Status / Next Deadline
WGA Western Global Airlines (Logo)		5462977/May 8, 2018	Western Global Airlines, Inc.	Active