

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM830325

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GLOBAL CROSSING AIRLINES, INC.		08/02/2023	Corporation: DELAWARE
GLOBAL CROSSING AIRLINES OPERATIONS LLC	FORMERLY Global Crossing Airlines LLC	08/02/2023	Limited Liability Company: FLORIDA
GLOBAL CROSSING AIRLINES GROUP INC.		08/02/2023	Corporation: DELAWARE
GLOBALX AIR TOURS LLC		08/02/2023	Limited Liability Company: FLORIDA
GLOBALX TRAVEL TECHNOLOGIES, INC.		08/02/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank Trust Company, National Association, as Collateral Agent		
<b>Street Address:</b>	60 Livingston Ave		
<b>City:</b>	St. Paul		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55107		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 28</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6965214	BIRDS OF A FEATHER	
<b>Registration Number:</b>	6655127	BIRDS OF PLAY	
<b>Registration Number:</b>	6810231	IT'S TIME TO FLY	
<b>Registration Number:</b>	7057254	X CARGO	
<b>Registration Number:</b>	6487926	YOU CAN'T BEAT THE EXPERIENCE	
<b>Registration Number:</b>	6324476	G	
<b>Registration Number:</b>	6329172	GLOBAL CROSSING AIRLINES	
<b>Registration Number:</b>	6521975	GLOBALX	
<b>Registration Number:</b>	6512429	GLOBALX	
<b>Registration Number:</b>	6688071	X NATION	
<b>Serial Number:</b>	90567897	CAPITOL AIRLINES	
<b>Serial Number:</b>	90551258	CLIENT CONNEX	

CH \$715.00 6965214

Property Type	Number	Word Mark
Serial Number:	90723371	FLIGHT DEFINES US
Serial Number:	97145164	REDEFINING COMMERCIAL AIR CHARTER
Serial Number:	90891558	URBAN X AIR MOBILITY
Serial Number:	97366749	X DIRECT
Serial Number:	90551247	OUR SUN THE DOCTOR
Serial Number:	97924257	E-FREIGHTER
Serial Number:	98068276	A TEAM OF TEAMS
Serial Number:	97819053	COMMERCIAL AIR CHARTER FOR PROFESSIONALS
Serial Number:	97624722	EMBRACE THE CHALLENGE
Serial Number:	90885552	G GLOBALX GROUND TEAM
Serial Number:	90660811	GLOBAL PRESENCE, LOCAL FOCUS
Serial Number:	97817584	GX AIRLINES
Serial Number:	98015756	TOP FLIGHT AIR CHARTER
Serial Number:	98032029	CLIENT CONNEX
Serial Number:	90885239	G GLOBALX GROUND TEAM
Serial Number:	90563947	CARGO CONNEX

**CORRESPONDENCE DATA**

Fax Number: 2149813400

*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.*

Phone: 2149813300

Email: lggrau@sidley.com

Correspondent Name: Lauren G. Grau

Address Line 1: 2021 McKinney Ave, Suite 2000

Address Line 4: Dallas, TEXAS 75201

<b>ATTORNEY DOCKET NUMBER:</b>	062212-30230
<b>NAME OF SUBMITTER:</b>	Lauren G. Grau
<b>SIGNATURE:</b>	/s/ Lauren G. Grau
<b>DATE SIGNED:</b>	08/08/2023

**Total Attachments: 10**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of August 2, 2023 is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and U.S. Bank Trust Company, National Association, as collateral agent (in such capacity, together with any successors and permitted assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined in the Indenture referred to below).

WHEREAS, Global Crossing Airlines Group Inc., a Delaware corporation (the “Issuer”), Global Crossing Airlines, Inc., a Delaware corporation (“Guarantor”), have entered into an Indenture, dated as of even date herewith (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “Indenture”), with the Collateral Agent, and the other parties party thereto. Capitalized terms defined in the Indenture or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Indenture or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the purchasing the Note by the Holders, each Grantor has executed and delivered that certain General Security Agreement, dated as of August 2, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security 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 USPTO and/or the USCO, as applicable.

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

A. Grant of Security. Each Grantor, as collateral security for the prompt and complete payment and performance of the Obligations, hereby pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned, wherever located, and whether now or hereafter existing or arising (the “Collateral”):

a. all patents, patent applications, utility models, statutory invention registrations, including, without limitation, those set forth in Schedule A hereto, and all inventions claimed or disclosed therein and all improvements thereto (the “Patents”);

b. all trademarks, trademark applications, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, including, without limitation, those set forth in

Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law), together, in each case, with the goodwill symbolized thereby (the "Trademarks");

c. all copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the "Copyrights");

d. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

e. 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; and

f. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

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

B. 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 Obligations of such Grantor now or hereafter existing under or in respect of the Note Documents (as such Note 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)). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations that would be owed by such Grantor to any Secured Party under the Note Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving such Grantor.

C. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

D. 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 telecopier or in .pdf or similar format by electronic mail shall be effective as delivery of an original executed counterpart of this IP Security Agreement. The words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to this IP Security Agreement and the transactions contemplated hereby, shall be deemed to include electronic signature, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.


E. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security 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 Security 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 Security Agreement, the terms of the Security Agreement shall govern.

F. Governing Law; Jurisdiction; Etc. Section 12.06 (*Governing Law; Jurisdiction; Waiver of Jury Trial*) of the Indenture is hereby incorporated by reference, *mutatis mutandis*.


[SIGNATURE PAGES FOLLOW]

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.


GLOBAL CROSSING AIRLINES GROUP INC.,  
as Grantor

By:   
Name: Edward Wegel  
Title: Chairman and CEO


GLOBAL CROSSING AIRLINES, INC., as  
Grantor

By:   
Name: Edward Wegel  
Title: Chairman and CEO


GLOBAL CROSSING AIRLINES OPERATIONS  
LLC, as a Grantor

By:   
Name: Ryan Goepel  
Title: EVP and CFO

GLOBALX AIR TOURS LLC, as a Grantor

By:   
Name: Ryan Goepel  
Title: EVP and CFO

GLOBALX TRAVEL TECHNOLOGIES, INC., as a  
Grantor

By:   
Name: Ryan Goepel  
Title: EVP and CFO

U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION, as Collateral Agent

By:   
Name: Benjamin J. Krueger  
Title: Vice President

Schedule A  
Patents

U.S. Patents



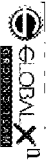
Title	Country	Patent No./ Publication No./ Application No.	Issue Date/ Pub. Date/ App. Date	Current Owner	Status
Systems and methods for generating travel itineraries through a social interaction platform.	USA	17301653	2021-04-09	GlobalX Travel Technologies, Inc.	Application




**Schedule B**  
**Trademarks**

**U.S. Federal Trademark Registrations and Applications**

Mark	Country	Class	App. No./ App. Date	Reg. No./ Reg. Date	Status	Current Owner
BIRDS OF A FEATHER	US	39	90551254 28-FEB-2021	6965214 24-JAN-2023	Registered	Global Crossing Airlines, Inc.
BIRDS OF PLAY	US	39	90341743 25-NOV-2020	6655127 22-FEB-2022	Registered	Global Crossing Airlines, Inc.
IT'S TIME TO FLY	US	39	90607457 27-MAR-2021	6810231 02-AUG-2022	Registered	Global Crossing Airlines, Inc.
X CARGO	US	39	97366746 16-APR-2022	7057254 16-MAY-2023	Registered	Global Crossing Airlines, Inc.
YOU CANT BEAT THE EXPERIENCE	US	39	90116915 16-AUG-2020	6487926 14-SEP-2021	Registered	Global Crossing Airlines, Inc.
CAPTOL AIRLINES	US	39	90567897 09-MAR-2021	--	Pending Intent to Use	Global Crossing Airlines, Inc.
CLIENT CONNEX	US	39	90551258 28-FEB-2021	--	Pending Intent to Use	Global Crossing Airlines, Inc.
FLIGHT DEFINES US	US	39	90723371 20-MAY-2021	--	Pending Intent to Use	Global Crossing Airlines, Inc.
REDEFINING COMMERCIAL AIR CHARTER	US	39	97145164 28-NOV-2021	--	Pending Intent to Use	Global Crossing Airlines, Inc.
URBAN X AIR MOBILITY	US	39	90891558 19-AUG-2021	--	Pending Intent to Use	Global Crossing Airlines, Inc.

Mark	Country	Class	App. No./ App. Date	Reg. No./ Reg. Date	Status	Current Owner
X DIRECT	US	39 41	97366749 16-APR-2022	--	Pending Intent to Use	Global Crossing Airlines, Inc.
OUR SUN THE DOCTOR	US	39	90551247 28-FEB-2021	--	Pending Intent to Use	Global Crossing Airlines, Inc.
E-FREIGHTER	US	39	97924257 07-MAY-2023	--	Pending Intent to Use	Global Crossing Airlines LLC
G Design 	US	39	90083300 30-JUL-2020	6324476 13-APR-2021	Registered	Global Crossing Airlines, Inc.
GLOBAL CROSSING AIRLINES	US	39	87874579 12-APR-2018	6329172 20-APR-2021	Registered	Global Crossing Airlines, Inc.
GLOBAL X Design 	US	39	90083268 30-JUL-2020	6521975 12-OCT-2021	Registered	Global Crossing Airlines, Inc.
GLOBAL X	US	39	88932828 26-MAY-2020	6512429 05-OCT-2021	Registered	Global Crossing Airlines, Inc.
X NATION	US	39	90456649 09-JAN-2021	6688071 29-MAR-2022	Registered	Global Crossing Airlines, Inc.
A TEAM OF TEAMS	US	39	98068276 01-JUL-2023	--	Pending Intent to Use	Global Crossing Airlines, Inc.
COMMERCIAL AIR CHARTER FOR PROFESSIONALS	US	39	97819053 02-MAR-2023	--	Pending Intent to Use	Global Crossing Airlines, Inc.
EMBRACE THE CHALLENGE	US	39	97624722 09-OCT-2022	--	Pending Intent to Use	Global Crossing Airlines, Inc.
G GLOBAL X GROUND 	US	45	90885552 16-AUG-2021	--	Pending Intent to Use	Global Crossing Airlines, Inc.

Mark	Country	Class	App. No./ App. Date	Reg. No./ Reg. Date	Status	Current Owner
GLOBAL PRESENCE, LOCAL FOCUS	US	39	90660811 21-APR-2021	--	Pending Intent to Use	Global Crossing Airlines, Inc.
GX AIRLINES	US	39	97817584 01-MAR-2023	--	Pending Intent to Use	Global Crossing Airlines, Inc.
TOP FLIGHT AIR CHARTER	US	39	98015756 26-MAY-2023	--	Pending Intent to Use	Global Crossing Airlines, Inc.
CLIENT CONNEX	US	9	98032029 07-JUN-2023	--	Pending	Global Crossing Airlines, Inc.
G GLOBALX GROUND 	US	39	90885239 16-AUG-2021	--	Pending	Global Crossing Airlines, Inc.
CARGO CONNEX	US	39	90563947 06-MAR-2021	--	Pending Intent to Use	Global Crossing Airlines, Inc.

### Trade Names

Note Party	Trade Names
Global Crossing Airlines Group Inc.	GlobalX
Global Crossing Airlines, Inc.	GlobalX
GLOBAL CROSSING AIRLINES OPERATIONS LLC	GlobalX

Schedule C  
Copyrights

U.S. Copyright Registrations

N/A