

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM835046

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SWIFT AIR, L.L.C.		08/28/2023	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION		
Street Address:	50 SOUTH SIXTH STREET, SUITE 1290		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5555795	SWIFT AIR	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
<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:	2028874000		
Email:	mbeyene@akingump.com, DC_IPDocketing@AKINGUMP.com		
Correspondent Name:	Mussie B Beyene		
Address Line 1:	AKIN GUMP STRAUSS HAUER & FELD LLP		
Address Line 2:	2001 K Street N.W.		
Address Line 4:	Washington DC, D.C. 20006		
ATTORNEY DOCKET NUMBER:	692874.0031		
NAME OF SUBMITTER:	Mussie B Beyene		
SIGNATURE:	/Mussie B Beyene/		
DATE SIGNED:	08/28/2023		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 28, 2023, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Wilmington Trust, National Association (“Wilmington”), as collateral agent (in such capacity, together with its successors and permitted assigns, the “Security Agent”) for the Secured Parties (as defined in the Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 28, 2023 (as the same may be amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the “Borrower” party thereto, the other Persons party thereto as “Credit Parties”, the Persons party from time to time thereto as Lenders (the “Lenders”), the Security Agent and Wilmington, as administrative agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, all of the Grantors are party to the Security Agreement of even date with the Credit Agreement in favor of the Security Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Agent and the Security Agent to enter into the Credit Agreement and to induce the Lenders to make extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Security Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges to the Security Agent for the benefit of the Secured Parties, and grants to the Security Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (other than any Excluded Property, the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all IP Ancillary Rights of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Security Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral made and 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. In the event of any conflict between this Agreement and the Security Agreement, the Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Termination. This Trademark Security Agreement shall automatically terminate and the Lien on the security interest in the Trademark Collateral shall automatically be released upon the payment in full in cash of the outstanding Secured Obligations (other than any indemnification and other contingent obligations for which no claim has been made). Upon the termination of this Trademark Security Agreement, the Security Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein, in each case, without recourse, representation or warranty.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or

tort law arising out of the subject matter hereof) shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

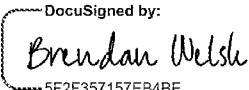
Section 8. The Security Agent. Notwithstanding anything to the contrary herein, in acting hereunder, the Security Agent shall be afforded all of the rights, protections, immunities and indemnities afforded to the Security Agent pursuant to the terms of the Credit Agreement as if such rights, protections, immunities and indemnities were set forth herein, mutatis mutandis.

[Signature Pages Follow]

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

Very truly yours,

SWIFT AIR, L.L.C.,
as Grantor

By: 
Name: Brendan Welsh
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Security Agent

By:  _____
Name: Teisha Wright
Title: Vice President

[Signature Page – Trademark Security Agreement (Wilmington)]

TRADEMARK
REEL: 008179 FRAME: 0986

SCHEDULE I

U.S. Trademark Registrations and Applications

Grantor	Mark	Registration Date	Registration Number
Swift Air, L.L.C.	SWIFT AIR	09/04/2018	5555795