

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM840841

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Avianis Systems LLC		09/20/2023	Limited Liability Company: DELAWARE
Kenyon International Emergency Services LLC		09/20/2023	Limited Liability Company: DELAWARE
Wheels Up Partners Holdings LLC		09/20/2023	Limited Liability Company: DELAWARE
Wheels Up Partners LLC		09/20/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank Trust Company, N.A.		
Street Address:	214 N. Tryon St., 27th Floor		
Internal Address:	c/o Global Corporate Trust/Loan Agency		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	5251487	8760	
Registration Number:	5950824	AMPLIFLY	
Registration Number:	5950868	AMPLIFLY	
Registration Number:	5783151	AMPLIFLY	
Registration Number:	5950869	AMPLIFLY	
Registration Number:	5783152	AMPLIFLY	
Registration Number:	6392822		
Registration Number:	6604174	DOWNLOAD & FLY UP	
Registration Number:	5596078	HOT FLIGHTS	
Registration Number:	2174421	KENYON	
Registration Number:	3147995	KENYON	
Registration Number:	3093162	KENYON	
Registration Number:	3093157	KENYON	

OP \$690.00 5251487

Property Type	Number	Word Mark
Registration Number:	3093156	KENYON
Registration Number:	3093154	KENYON
Registration Number:	3093155	KENYON
Registration Number:	4659880	KENYON RESPONSE
Registration Number:	3155071	PEIS
Registration Number:	5950870	POWERED BY AMPLIFLY
Registration Number:	5576055	SOCIAL AVIATION
Registration Number:	5335634	UP
Registration Number:	5286502	WHEELS DOWN
Registration Number:	6946006	WHEELS UP
Registration Number:	5146919	WHEELS UP
Registration Number:	5296586	WHEELSUP8760
Serial Number:	88983934	SAFE PASSAGE
Serial Number:	90852791	UP

CORRESPONDENCE DATA

Fax Number:

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: 2023704750
Email: ipteam@cogencyglobal.com
Correspondent Name: Rodney Boulware
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	2123490 SA
NAME OF SUBMITTER:	Rick Harrison
SIGNATURE:	/RICK HARRISON/
DATE SIGNED:	09/20/2023

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

WHEREAS, AVIANIS SYSTEMS LLC, a Delaware limited liability company, WHEELS UP PARTNERS, LLC, a Delaware limited liability company, WHEELS UP PARTNERS HOLDINGS, LLC, a Delaware limited liability company, AND KENYON INTERNATIONAL EMERGENCY SERVICES LLC, a Delaware limited liability company (each herein referred to as a “**Grantor**” and collectively, the “**Grantors**”) owns the Trademark Collateral (as defined below);

WHEREAS, WHEELS UP EXPERIENCE INC. (the “**Borrower**”) and U.S. BANK TRUST COMPANY, N.A., not in its individual capacity but solely as Collateral Agent for the Secured Parties (each as defined in the Credit Agreement), are parties to a CREDIT AGREEMENT, dated as of September 20, 2023 (the “**Credit Agreement**”), among WHEELS UP EXPERIENCE INC., a Delaware corporation, as Borrower, the guarantors party thereto from time to time, each of the several banks and other institutions or entities from time to time party thereto as a lender, and U.S. BANK TRUST COMPANY, N.A., not in its individual capacity but solely as Administrative Agent for the Lenders (each as defined in the Credit Agreement) and as Collateral Agent for the Secured Parties; and

WHEREAS, pursuant to (i) a Security Agreement dated as of September 20, 2023 (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Borrower, the guarantors party thereto, and U.S. BANK TRUST COMPANY, N.A., not in its individual capacity but solely as Collateral Agent for the Secured Parties (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Collateral Documents (as defined in the Credit Agreement) (including this Trademark Security Agreement), each Grantor, in order to secure the Secured Obligations (as defined in the Security Agreement), has granted to the Grantee a continuing first-priority (subject only to Permitted Liens (as defined in the Security Agreement)) security interest in certain personal property of it, including all right, title and interest in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby irrevocably grants to the Grantee, to secure the Secured Obligations (as defined in the Security Agreement), a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising and regardless of where located:

- (i) each Trademark (as defined in the Security Agreement) owned by such Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;
- (ii) all proceeds of and revenues from, and all income, royalties, damages and payments now or hereafter due and payable with respect to, the

foregoing, including, without limitation, all proceeds of and revenues from, and damages and payments for, any claim by such Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by such Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing; and

(iii) all claims for, and rights to sue or otherwise recover for, past, present or future infringements, dilutions or other violations of any of the Trademarks contemplated by the foregoing clause (i) or unfair competition therewith;

but, in each case, excluding any Excluded Assets (as defined in the Security Agreement).

Each Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with authority in the name of the Grantor or in the Grantee's name, so long as any Event of Default shall have occurred and be continuing, (i) to take with respect to the Trademark Collateral any and all appropriate action which the applicable Grantor might take with respect to the Trademark Collateral and (ii) to execute any and all documents and instruments, in each case of (i)-(ii), which are necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

The foregoing security interests are granted in conjunction with the security interests granted by each Grantor to the Grantee pursuant to the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interests 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. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of Security Agreement, the terms of the Security Agreements shall govern and control.

This Trademark Security Agreement may be executed on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to be originals and shall constitute one and the same instrument.

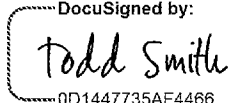
This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York, except as otherwise required by mandatory provisions of law and except to the extent that remedies provided by the laws

of any jurisdiction other than the State of New York are governed by the laws of such jurisdiction.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 20th day of September 2023.

AVIANIS SYSTEMS LLC

DocuSigned by:



By: 0D1447735AF4466...

Name: Todd L. Smith

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**KENYON INTERNATIONAL
EMERGENCY SERVICES LLC**

DocuSigned by:

Mark Briffa

By: _____

9E19CDB1D5A94CA

Name: Mark Briffa

Title: President

[Signature Page to Trademark Security Agreement]

**WHEELS UP PARTNERS HOLDINGS
LLC**

DocuSigned by:

Todd Smith

By: 0D1447735AF4466...

Name: Todd L. Smith

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

WHEELS UP PARTNERS LLC

DocuSigned by:

Todd Smith

001447735AF4466...

By: _____

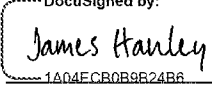
Name: Todd L. Smith

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

Acknowledged:






U.S. BANK TRUST COMPANY, N.A.,
not in its individual capacity, but solely as
Collateral Agent





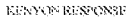
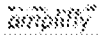
By: 
Name: James A. Hanley
Title: Senior Vice President



[Signature Page to Trademark Security Agreement]

**Schedule 1
to Trademark
Security Agreement**

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Registered to	Trademark	Application No.	Registration No	Jurisdiction	Status
Wheels Up Partners, LLC	8760	86272375	5251487	United States of America	Registered
Wheels Up Partners Holdings LLC	AMPLIFLY	87866205	5950824	United States of America	Registered
Wheels Up Partners Holdings LLC	AMPLIFLY Logo (B&W) 	87890394	5950868	United States of America	Registered
Wheels Up Partners Holdings LLC	AMPLIFLY Logo (B&W) 	87890552	5783151	United States of America	Registered
Wheels Up Partners Holdings LLC	AMPLIFLY Logo (Color) 	87890477	5950869	United States of America	Registered
Wheels Up Partners Holdings LLC	AMPLIFLY Logo (Color) 	87890577	5783152	United States of America	Registered
Avianis Systems LLC	AVIANIS (Logo 2) 	88924975	6392822	United States of America	Registered
Wheels Up Partners, LLC	DOWNLOAD & FLY UP	90976013	6604174	United States of America	Registered
Wheels Up Partners, LLC	HOT FLIGHTS	86891090	5596078	United States of America	Registered
Kenyon International	KENYON	75211499	2174421	United States	Registered

Registered to	Trademark	Application No.	Registration No	Jurisdiction	Status
Emergency Services, Inc.				of America	
Kenyon International Emergency Services, Inc.	KENYON	78646016	3147995	United States of America	Registered
Kenyon International Emergency Services, Inc.	KENYON	78646008	3093162	United States of America	Registered
Kenyon International Emergency Services, Inc.	KENYON 	78645768	3093157	United States of America	Registered
Kenyon International Emergency Services, Inc.	KENYON 	78645765	3093156	United States of America	Registered
Kenyon International Emergency Services, Inc.	KENYON 	78645758	3093154	United States of America	Registered
Kenyon International Emergency Services, Inc.	KENYON 	78645760	3093155	United States of America	Registered
Kenyon International Emergency Services, Inc.	KENYON RESPONSE 	85308496	4659880	United States of America	Registered
Kenyon International Emergency Services, Inc.	PEIS	78543239	3155071	United States of America	Registered
Wheels Up Partners Holdings LLC	POWERED BY AMPLIFLY Logo (B&W) 	87890928	5950870	United States of America	Registered
Wheels Up	SAFEPASSAGE	88983934		United States	Application

Registered to	Trademark	Application No.	Registration No	Jurisdiction	Status
Partners, LLC				of America	allowed
Wheels Up Partners, LLC	SOCIAL AVIATION	86317138	5576055	United States of America	Registered
Wheels Up Partners, LLC	UP and Design 	86169360	5335634	United States of America	Registered
Wheels Up Partners, LLC	UP & Design 	90852791		United States of America	Pending
Wheels Up Partners, LLC	WHEELS DOWN	85948200	5286502	United States of America	Registered
Wheels Up Partners, LLC	WHEELS UP	90852774	6946006	United States of America	Registered
Wheels Up Partners, LLC	WHEELS UP	85948198	5146919	United States of America	Registered
Wheels Up Partners, LLC	WHEELS UP 8760	85948199	5296586	United States of America	Registered