

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM848563

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WORLD VIEW ENTERPRISES INC.		09/13/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ROBERT DARWENT		
Street Address:	Marina Residences, Albany New Providence		
Internal Address:	Cube Unit 5A		
City:	Nassau		
State/Country:	BAHAMAS		
Entity Type:	INDIVIDUAL: UNITED KINGDOM		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5868950		
Registration Number:	5634054	STRATOLLITE	
Registration Number:	7063981	SEVEN WONDERS OF THE WORLD, STRATOSPHERI	
Registration Number:	6209600		
Registration Number:	6209595	WORLD VIEW	
Registration Number:	5008320	WORLD VIEW	
Registration Number:	4548346	WORLD VIEW	
Registration Number:	4544189	WORLD VIEW	
Registration Number:	4889902	WORLD VIEW	
CORRESPONDENCE DATA			
Fax Number:	4154391500		
<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>			
Email:	maria.banda@kirkland.com		
Correspondent Name:	Maria Banda		
Address Line 1:	Kirkland & Ellis, LLP		
Address Line 2:	555 California Street, Suite 2700		
Address Line 4:	San Francisco, CALIFORNIA 94104		
ATTORNEY DOCKET NUMBER:	46708-6		

CH \$240.00 5868950

NAME OF SUBMITTER:	Maria Banda
SIGNATURE:	/Maria Banda/
DATE SIGNED:	10/25/2023
Total Attachments: 5 source=ESCROW - World View - Leo - Trademark Security Agreement - Robert (Sep-13-23)_(100027204_1)#page1.tif source=ESCROW - World View - Leo - Trademark Security Agreement - Robert (Sep-13-23)_(100027204_1)#page2.tif source=ESCROW - World View - Leo - Trademark Security Agreement - Robert (Sep-13-23)_(100027204_1)#page3.tif source=ESCROW - World View - Leo - Trademark Security Agreement - Robert (Sep-13-23)_(100027204_1)#page4.tif source=ESCROW - World View - Leo - Trademark Security Agreement - Robert (Sep-13-23)_(100027204_1)#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 13, 2023, is made by **WORLD VIEW ENTERPRISES INC.**, a Delaware corporation (the “Grantor”) in favor of **ROBERT DARWENT** (together with its successors and assigns, the “Holder”).

WHEREAS, Grantor and the Holder, have entered into that certain Promissory Note, dated as of September 13, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Note”);

WHEREAS, as a condition to the extension of credit by the Holder to Grantor under the Note, Grantor has agreed, pursuant to that certain Security Agreement, dated as of September 13, 2023 (as the same may be amended, amended and restated, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), to grant to the Holder a second priority security interest in, and lien on, the Trademarks; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver this Trademark Security Agreement for purposes of recording such security interest with the United States Patent and Trademark Office;

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

Section 1. Defined Terms. Capitalized terms used and not otherwise defined herein have the meanings given in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance of the Obligations, hereby grants Holder a continuing security interest in the Trademarks.

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 Holder pursuant to the Security Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of the Holder with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event of a conflict between the provisions of this Trademark Security Agreement and the provisions of the Security Agreement, the Security Agreement shall control.

Section 4. Termination. This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Obligations. Upon the termination of this Trademark Security Agreement, the Holder shall execute all documents, make all filings, and take all other actions reasonably requested by Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 5. 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.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[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.

WORLD VIEW ENTERPRISES INC.,
a Delaware corporation,
as Grantor

By: Ryan M Hartman
Name: Ryan M Hartman
Title: Chief Executive Officer

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

A. REGISTERED TRADEMARKS

Mark	Country	Registration No.	Registration Date	Status	Owner
Design Only 	United States	5868950	9/24/2019	Registered	Worldview Enterprises Inc.
STRATOLLITE	United States	5634054	12/18/2018	Registered	Worldview Enterprises Inc.
SEVEN WONDERS OF THE WORLD, STRATOSPHERIC EDITION	United States	7063981	5/23/2023	Registered	World View Enterprises Inc.
Design Only 	United States	6209600	12/1/2020	Registered	World View Enterprises Inc.
WORLD VIEW and Design 	United States	6209595	12/1/2020	Registered	World View Enterprises Inc.
WORLD VIEW	United States	5008320	7/26/2016	Registered	World View Enterprises Inc.
WORLD VIEW	United States	4548346	6/10/2014	Registered	World View Enterprises Inc.
WORLD VIEW	United States	4544189	6/3/2014	Registered	World View Enterprises Inc.
WORLD VIEW	United States	4889902	1/19/2016	Registered	World View Enterprises Inc.

B. TRADEMARK APPLICATIONS

None.