

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM856916

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PORTER AVIATION HOLDINGS INC.		11/28/2023	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	CANADA ENTERPRISE EMERGENCY FUNDING CORPORATION		
Street Address:	1240 Bay Street		
Internal Address:	Suite 302		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5R 2A7		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3398564	MR. PORTER	
Registration Number:	3409189	FLYING REFINED	
Registration Number:	3398609	RE: PORTER	
Registration Number:	3405448	PORTER	
Registration Number:	3791841	VIPORTER	
Serial Number:	97833145	PORTER AIRLINES	
Serial Number:	97769836	ACTUALLY ENJOY ECONOMY	
Serial Number:	97769533	ELEVATING ECONOMY AIR TRAVEL FOR EVERYON	
CORRESPONDENCE DATA			
Fax Number:	4168657380		
<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:	mabbott@torys.com		
Correspondent Name:	Torys LLP		
Address Line 1:	79 Wellington St. West		
Address Line 2:	30th Floor, PO Box 270		
Address Line 4:	Toronto, CANADA M5K 1N2		
NAME OF SUBMITTER:	Maria Abbott		

OP \$215.00 3398564

SIGNATURE:	/Maria Abbott/
DATE SIGNED:	11/29/2023
Total Attachments: 6 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**” or “**Trademark Security Agreement**”), dated as of November 28, 2023 is made by PORTER AVIATION HOLDINGS INC. whose registered office is Billy Bishop Toronto City Airport Toronto, Ontario M5V 1A1 (“**Grantor**”) in favor of CANADA ENTERPRISE EMERGENCY FUNDING CORPORATION, whose registered office is 1240 Bay Street Suite 302 Toronto, Ontario M5R 2A7 (in its capacity as administrative agent for the Lenders, herein referred to as the “**Grantee**”).

WHEREAS, the Grantor owns the Trademarks (as hereinafter defined) set out in Schedule 1 annexed hereto;

AND WHEREAS, the Grantee is party to a Loan Agreement dated as of June 30, 2021 (as amended, extended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”);

AND WHEREAS, in connection with the Loan Agreement, the Grantor is party to an associated guarantee in favour of the Grantee dated as of June 30, 2021 (as amended, extended, restated, supplemented or otherwise modified from time to time, the “**Guarantee**”);

AND WHEREAS, the Grantor and Grantee are parties to a security agreement dated as of November 28, 2023 (as amended, extended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) pursuant to which the Grantor has granted to Grantee a security interest in the Trademark Collateral (as defined below);

AND WHEREAS, pursuant to the terms of the Loan Agreement, Guarantee and Security Agreement, the Grantor is required to execute and deliver this Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Loan Agreement, Guarantee and Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby charges and grants to the Grantee a continuing security interest in all of the 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 presently held or hereafter arising or acquired:

- (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear and designs including, without limitation, each United States and Canadian trademark application and registration referred to in Schedule 1 annexed hereto (all of the foregoing items in this clause (i) being collectively called a “**Trademark**”), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the Canadian Intellectual Property Office, the United States Patent and Trademark Office or any foreign country, and all reissues, extensions or renewals thereof;
- (ii) all Trademark licences and other agreements providing the Grantor with the right to use any items of the type described in clause (i);
- (iii) all of the goodwill of the business connected with the use of, and symbolized by, the items described in clause (i);
- (iv) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clauses (i) and (ii); and

- (v) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark licence or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark licence and all rights corresponding thereto throughout the world;

Grantor hereby authorizes and requests that the United States Patent and Trademark Office and Canadian Intellectual Property Office record this Trademark Security Agreement.


This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Loan Agreement, Guarantee and Security Agreement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, Guarantee and 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 Agreement and the terms of the Loan Agreement, Guarantee and Security Agreement, the terms of the Loan Agreement, Guarantee and Security Agreement shall control.

This Agreement may be executed in counterparts, each of which will be deemed to be an original and which together will constitute one and the same agreement. Electronic delivery of an executed signature page to this Agreement by either party by electronic transmission will be as effective as delivery of a manually executed copy of the Agreement by such party.

This Agreement shall be governed by and interpreted under the laws of the Province of Ontario and the federal laws of Canada applicable therein.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

PORTER AVIATION HOLDINGS INC., as
Grantor

By:  _____
Name:
Title:

**CANADA ENTERPRISE EMERGENCY
FUNDING CORPORATION,** as Grantee

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

PORTER AVIATION HOLDINGS INC., as
Grantor

By: _____
Name:
Title:

**CANADA ENTERPRISE EMERGENCY
FUNDING CORPORATION,** as Grantee

By:  _____
Name: Zoltan Ambrus
Title: President & CEO

TRADEMARK SECURITY AGREEMENT – UNITED STATES, CANADA AND WORLDWIDE

TRADEMARK
REEL: 008272 FRAME: 0275

Schedule 1

United States Trademarks and Trademark Applications

Title	Application No.	Trademark No.
PORTER AIRLINES	97833145	n/a
ACTUALLY ENJOY ECONOMY	97769836	n/a
ELEVATING ECONOMY AIR TRAVEL FOR EVERYONE	97769533	n/a
MR. PORTER	78922513	3398564
FLYING REFINED	78922541	3409189
RE: PORTER	78971372	3398609
PORTER	78853522	3405448
VIPORTER	77382291	3791841

Canadian Trademarks and Trademark Applications

Title	Application No.	Trademark No.
PORTER	1285318	TMA693349
FLYING REFINED	1307142	TMA692867
MR. PORTER	1307144	TMA692868
RE: PORTER	1315571	TMA692929
VIPORTER	1380236	TMA755750
PORTER ESCAPES	1555767	TMA891853
PORTERESCAPES.COM	1570752	TMA895905
EVASIONS PORTER	1657897	TMA903704
EVASIONSPORTER.COM	1657898	TMA903705

Title	Application No.	Trademark No.
ACTUALLY ENJOY ECONOMY	2231623	n/a
ELEVATING ECONOMY AIR TRAVEL FOR EVERYONE	2231624	n/a
PORTER AIRLINES	2234900	n/a