

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM864353

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACTIVE AERO GROUP, INC.		12/28/2023	Corporation: DELAWARE
USA JET AIRLINES, INC.		12/28/2023	Corporation: DELAWARE
ASCENT SHARED SERVICES, LLC		12/28/2023	Limited Liability Company: DELAWARE
ASCENT GLOBAL LOGISTICS INTERNATIONAL, LLC		12/28/2023	Limited Liability Company: DELAWARE
ASCENT GLOBAL LOGISTICS, LLC		12/28/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Bank N.A., as Collateral Agent		
Street Address:	320 S. Canal St., Floor 16		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3718181	APT	
Registration Number:	3718182	ACTIVE GLOBAL SOLUTIONS	
Registration Number:	3718183	ACTIVE PTM	
Registration Number:	3718184	ACTIVE ON-DEMAND	
Registration Number:	6323639	ARCTIC ON-DEMAND	
Registration Number:	1998392	ACTIVE AERO CHARTER	
Registration Number:	5173163	ASCENT GLOBAL LOGISTICS	
Registration Number:	5485968		
Registration Number:	3352186	MARISOL INTERNATIONAL	
Registration Number:	6136372	ASCENT SPECIALIZED	
Registration Number:	6566541	PEAK	
Registration Number:	7244653	PEAK	
Registration Number:	2117837	CHARTERNET	
		TRADEMARK	

Property Type	Number	Word Mark
Registration Number:	1998391	USA JET AIRLINES
Registration Number:	7110447	ASCENT
Registration Number:	6953466	USAJET

CORRESPONDENCE DATA

Fax Number: 6173417701

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: 16173417721

Email: michelle.bramwell@morganlewis.com

Correspondent Name: Michelle Bramwell

Address Line 1: One Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Michelle Bramwell

SIGNATURE: /Michelle Bramwell/

DATE SIGNED: 12/28/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 28, 2023(as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by ACTIVE AERO GROUP, INC., a Delaware corporation (“**Ascent Aero**”), USA JET AIRLINES, INC., a Delaware corporation (“**USA Jet**”), ASCENT SHARED SERVICES, LLC, a Delaware limited liability company (“**Ascent Shared**”), ASCENT GLOBAL LOGISTICS INTERNATIONAL, LLC, a Delaware limited liability company (“**Ascent International**”), ASCENT GLOBAL LOGISTICS, LLC, a Delaware limited liability company (“**Ascent Global**” and, together with Ascent Aero, USA Jet, Ascent Shared and Ascent International, the “**Grantors**” and each, a “**Grantor**”) in favor of BMO Bank N.A., as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, each Grantor is party to that certain Security Agreement dated as of December 28, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among each Grantor, the other grantors party thereto, and the Collateral Agent pursuant to which each Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby grants and pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all Trademarks, including those listed on Schedule A hereto, all extensions or renewals thereof, and all goodwill connected with the use thereof and symbolized thereby, and
- (ii) all income, royalties, damages, claims and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future infringements, dilutions or violations thereof, and all rights to sue or otherwise recover for infringements, dilutions or other violations thereof;

provided that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of, or void, such “intent-to-use” trademark application, or any registration that may issue therefrom, under applicable federal law.

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 Collateral Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment in full in cash and performance of the Secured Obligations in accordance with the Loan Documents and the termination of all Commitments. Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings, and take all other actions reasonably requested by each Grantor, and at each Grantor’s sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

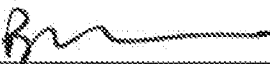
SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.


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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.

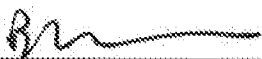
ACTIVE AERO GROUP, INC., as a Grantor

By: 
Name: Bryan Kamm
Title: Tax Director and Secretary

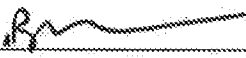
USA JET AIRLINES, INC., as a Grantor

By: 
Name: Bryan Kamm
Title: Tax Director and Secretary

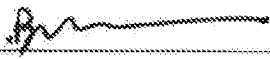
ASCENT SHARED SERVICES, LLC, as a Grantor

By: 
Name: Bryan Kamm
Title: Tax Director and Secretary

ASCENT GLOBAL LOGISTICS INTERNATIONAL, LLC, as a Grantor

By: 
Name: Bryan Kamm
Title: Tax Director and Secretary

ASCENT GLOBAL LOGISTICS, LLC, as a Grantor

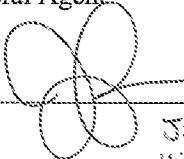
By: 
Name: Bryan Kamm
Title: Tax Director and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008302 FRAME: 0544

ACCEPTED AND ACKNOWLEDGED BY:



BMO BANK N.A.,
as Collateral Agent

By: 
Name: JARED PRILE
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Grantor	Mark	Registration No.	Registration Date
Active Aero Group, Inc.	APT	Reg. No. 3718181	12/1/2009
Active Aero Group, Inc.	<small>ACTIVE GLOBAL SOLUTIONS</small>	Reg. No. 3718182	12/1/2009
Active Aero Group, Inc.	ACTIVE PTM	Reg. No. 3718183	12/1/2009
Active Aero Group, Inc.	ACTIVE ON-DEMAND	Reg. No. 3718184	12/1/2009
Active Aero Group, Inc.	ARCTIC ON-DEMAND	Reg. No. 6323639	4/13/2021
USA Jet Airlines, Inc.	ACTIVE AERO CHARTER	Reg. No. 1998392	9/3/1996
Ascent Shared Services, LLC	<small>ASCENT GLOBAL LOGISTICS</small>	Reg. No. 5173163	3/28/2017
Ascent Shared Services, LLC		Reg. No. 5485968	6/5/2018
Ascent Global Logistics International, LLC	<small>MARISOL INTERNATIONAL</small>	Reg. No. 3352186	12/11/2007
Ascent Global Logistics, LLC	<small>ASCENT SPECIALIZED</small>	Reg. No. 6136372	8/25/2020
Ascent Global Logistics, LLC	 PEAK	Reg. No. 6566541	11/23/21

Ascent Global Logistics, LLC		Reg. No. 7244653	12/12/2023
USA Jet Airlines, Inc.	CHARTERNET	Reg. No. 2117837	12/2/1997
USA Jet Airlines, Inc.	USA JET AIRLINES	Reg. No. 1998391	9/3/1996
USA Jet Airlines, Inc.	ACTIVE AERO CHARTER	Reg. No. 1998392	9/3/1996
Ascent Shared Services, LLC		Reg. No. 7110447	07/18/2023
USA Jet Airlines, Inc.		Reg. No. 6953466	01/17/2023

TRADEMARK APPLICATIONS

None.