

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM864589

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT FOR SECURITY - - TRADEMARKS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Alba Wheels Up International, LLC		12/29/2023	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MGG Investment Group LP		
<b>Street Address:</b>	One Penn Plaza, 53rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10119		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5696479	ALBA WHEELS UP	
<b>Registration Number:</b>	2993685	ALBA WHEELS UP	
<b>Registration Number:</b>	5696481	SUCCESS. DELIVERED.	
<b>Registration Number:</b>	2965770	WHEELS UP	
<b>Serial Number:</b>	97906563	ALBA WHEELS UP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129692900		
<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>			
<b>Phone:</b>	212.969.3904		
<b>Email:</b>	trademark@proskauer.com		
<b>Correspondent Name:</b>	Jae Kim		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	Eleven Times Square		
<b>Address Line 4:</b>	New York, NEW YORK 10036-8299		
<b>ATTORNEY DOCKET NUMBER:</b>	47057.094		
<b>NAME OF SUBMITTER:</b>	Jae Kim		
<b>SIGNATURE:</b>	/Jae Kim/		
<b>DATE SIGNED:</b>	12/29/2023		

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**Total Attachments: 4**

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## ASSIGNMENT FOR SECURITY - - TRADEMARKS

WHEREAS, Alba Wheels Up International, LLC (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated as of December 29, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of MGG Investment Group LP, as the Collateral Agent for itself and certain lenders (in such capacity, together with its permitted successors and assigns in such capacity, the "Assignee"); and


WHEREAS, pursuant to the Security Agreement, the Assignor has collaterally assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, collaterally assign and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of December 29<sup>th</sup>, 2023.

ALBA WHEELS UP INTERNATIONAL, LLC


By:   
Name: Yoav Millet  
Title: Chief Financial Officer

[Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008303 FRAME: 0703**

**MGG INVESTMENT GROUP LP**

By: MGG GP LLC, its general partner


By:   
\_\_\_\_\_

Name: Kevin Griffin

Title: Chief Executive Officer

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications  
Owned by Alba Wheels Up International, LLC

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
Alba Wheels Up International LLC	United States	ALBA WHEELS UP – Design Mark	5696479	7/23/2018	3/12/2019	N/A
Alba Wheels Up International LLC	United States	ALBA WHEELS UP – Service Mark	2993685	10/14/2003	9/13/2005	N/A
Alba Wheels Up International LLC	United States	SUCCESS. DELIVERED – Service Mark	5696481	7/23/2018	3/12/2019	N/A
Alba Wheels Up International LLC	United States	WHEELS UP – Service mark	2965770	10/14/2003	7/12/2005	N/A
Alba Wheels Up International LLC	United States		97906563	4/25/2023	N/A	N/A