

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM872334

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Traxo, Inc.		04/21/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Airlines Reporting Corporation		
<b>Street Address:</b>	3000 Wilson Boulevard, Suite 300		
<b>City:</b>	Arlington		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22201		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3793787	TRAXO	
<b>Serial Number:</b>	90290627	MODERN TRAVEL MANAGER	
<b>Serial Number:</b>	90290623	MODERN TRAVEL MANAGEMENT	
<b>Serial Number:</b>	86104080	COLLECT THE FLEET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7037161180		
<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>	703-716-1191		
<b>Email:</b>	eteas@gbpatent.com		
<b>Correspondent Name:</b>	Ryan Chirnomas		
<b>Address Line 1:</b>	Greenblum & Bernstein, P.L.C.		
<b>Address Line 2:</b>	1950 Roland Clarke Place		
<b>Address Line 4:</b>	Reston, VIRGINIA 20191-1411		
<b>ATTORNEY DOCKET NUMBER:</b>	J786701		
<b>NAME OF SUBMITTER:</b>	Ryan Chirnomas, VA Bar (J786701)		
<b>SIGNATURE:</b>	/Ryan Chirnomas/		
<b>DATE SIGNED:</b>	01/30/2024		
<b>Total Attachments: 4</b>			

OP \$115.00 3793787

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of April 21, 2023 by and between Airlines Reporting Corporation ("ARC") and Traxo, Inc., a Delaware corporation ("Grantor").

RECITALS

A. ARC has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Series 2023 Senior Secured Convertible Promissory Note by and between ARC and Grantor dated as of April 21, 2023 ("Initial Note"), which is issued pursuant to that certain Note and Warrant purchase Agreement by and between Grantor and the Investors named therein dated as of April 21, 2023 (the "Purchase Agreement", and together with the Note and any other Notes issued under the Purchase Agreement, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement.

B. ARC is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to ARC a security interest in certain of the Company's copyrights, trademarks and patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to ARC a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement between Grantor and ARC, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan, Grantor grants and pledges to ARC a security interest in all of Grantor's right, title and interest in, to and under its intellectual property collateral, including without limitation those copyrights, patents and trademarks listed on Exhibits A, B and C hereto, (the "Collateral") and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

If any Event of Default shall have occurred and has not been cured within 30 days of the Event of Default, ARC may upon ARC's written request, require the Grantor to, and the Grantor hereby agrees that it will at its expense, assemble all or part of the Collateral as directed by ARC and make such Collateral available to ARC at a place to be designated by ARC that is reasonably convenient to both parties.

The Grantor hereby irrevocably appoints ARC as the Grantor's attorney-in-fact, with full authority in the place and stead of the Grantor and in the name of the Grantor, ARC or otherwise, from time to time in ARC's discretion after the occurrence of an Event of Default, if such Event of Default has not been cured within 30 days, to take any action and to execute any instrument that ARC may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) to ask for, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(b) to receive, endorse and collect any drafts or other instruments and documents in connection with clause (a) above;

(c) to file any claims or take any action or institute any proceedings that ARC may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce or protect the rights of ARC with respect to any of the Collateral;

(d) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though ARC were the absolute owner hereof for all purposes, and to do, at ARC's option and Grantor's expense, at any time or from time to time, all acts and things that ARC deems necessary to protect, preserve or realize upon the Collateral and ARC's security interest therein in order to effect the intent of this Agreement, all as fully and effectively as the Grantor might do.

The rights and remedies of ARC with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to ARC as a matter of law or equity. Each right, power and remedy of ARC provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by ARC of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including ARC, of any or all other rights, powers or remedies.

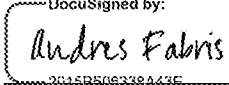
Grantor, at the request of ARC, shall, from time to time, prepare and present to ARC, upon request, for the ARC's authorization and approval all financing statements, amendments, continuations or initial financing statements in lieu of continuations, or other filings necessary to continue, maintain and perfect ARC's security interest in the Collateral as a first-priority interest. Grantor hereby authorizes ARC to file such financing statements under the UCC. So long as the Loan remains outstanding, Grantor shall not have any authority to file a termination, partial termination, release, partial release or any amendment of any such financing statements that deletes the name of a debtor or excludes Collateral, without the prior written consent of ARC.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Grantor further agrees that so long as the Note is outstanding, it shall not grant any additional security interests on the Collateral without ARC's prior written consent.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

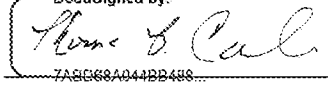
**GRANTOR:  
TRAXO, INC.**

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Andres Fabris  
Title: Chief Executive Officer

Address of Grantor:  
Traxo, Inc.  
6125 Luther Lane, #224  
Dallas, TX 75225

**Acknowledged and agreed:**

**ARC:  
AIRLINES REPORTING CORPORATION**

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Tom Casalino  
Title: Vice President & Chief Financial Officer

Address of ARC:  
Airlines Reporting Corporation  
3000 Wilson Boulevard, Suite 300  
Arlington, Virginia 22201

**EXHIBIT A**

**Patents**

Title	App. No.	Filing Date	Reg. No.	Date Granted
System and method for enterprise-wide travel email filtering, processing, visualization, and data distribution	19/0066015	8/28/2018	<u>US 11,328,258</u>	5/10/2022
System and method for comparative travel record scoring	13/031089	2/18/2011	<u>US 8,943,073</u>	1/27/15
System and method for processing travel reservations made outside of company travel policy	14/822498	8/10/15	n/a	n/a
System and method for providing a best-fit travel service recommendation	14/599956	1/19/15	n/a	n/a
System and method for travel plan monitoring and notification	12/387694	5/6/09	n/a	n/a

**EXHIBIT B**

**Trademarks**

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
TRAXO	77/479546	5/20/08	3,793,787	5/25/2010
MODERN TRAVEL MANAGER	90/290627	10/30/2020	n/a	n/a
MODERN TRAVEL MANAGEMENT	90/290623	10/30/2020	n/a	n/a
COLLECT THE FLEET	86/104080	10/29/2013	n/a	n/a

**EXHIBIT C**

**Copyrights**

None.