

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI131495

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SabreMark Limited Partnership		02/28/2022	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Flight Operations Holdings, LLC		
<b>Street Address:</b>	901 W Walnut Hill Lane		
<b>Internal Address:</b>	2000 Penn Ave NW, Suite 9000		
<b>City:</b>	Iving		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75038		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4049275	FLICA.NET	
<b>Registration Number:</b>	1670750	CREWTRAC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2022937060		
<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>	2026637409		
<b>Email:</b>	llindquist@sughrue.com,trademark@sughrue.com		
<b>Correspondent Name:</b>	Leigh Ann Lindquist		
<b>Address Line 1:</b>	Sughrue Mion		
<b>Address Line 2:</b>	2000 Penn Aven NW, Suite 9000		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	D7972		
<b>NAME OF SUBMITTER:</b>	Leigh Ann Lindquist		
<b>SIGNATURE:</b>	Leigh Ann Lindquist		
<b>DATE SIGNED:</b>	03/29/2024		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is dated as of February 28, 2022, by and between SabreMark Limited Partnership, a Delaware limited partnership ("Assignor"), and Flight Operations Holdings, LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee shall be jointly referred to as the "Parties" and each shall be referred to individually as a "Party".

### RECITALS

WHEREAS, Assignor holds certain right, title and interest in and to the trademark registrations set forth on Exhibit A attached hereto and incorporated herein by reference (the "Assigned Marks"); and

WHEREAS, Assignee now desires that Assignor execute and deliver to Assignee this Assignment to effect the assignment and transfer the Assigned Marks to Assignee.

### AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment.

a. Assignor does hereby irrevocably sell, assign, transfer, convey and deliver unto Assignee and its successors, assigns and legal representatives Assignor's entire right, title and interest in and to the Assigned Marks (including any common law rights that may exist and are associated therewith) throughout the world, together with the goodwill of the business associated therewith, the same to be held and enjoyed by Assignee, or its successors or permitted assigns, including, without limitation, rights to sue or otherwise claim for past, present or future infringement or other violation thereof.

b. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor's right, title and interest in and to the Assigned Marks.

c. Assignor hereby authorizes and requests any official throughout the world whose duty it is to register and record ownership in trademark registrations and applications, and title thereto to record Assignee as the owner of any and all rights in and to the Assigned Marks.

2. Further Assurances. The Parties agree that, from time to time, each of them shall execute and deliver, and cause their respective affiliates to execute and deliver, such further instruments of conveyance and transfer and take such other action as may be reasonably requested by the other Party to carry out the purposes and intents of this Assignment.

3. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

4. Entire Agreement. This Assignment (including the Exhibit attached hereto) constitutes the entire agreement between the Parties and supersedes any prior understanding, agreements or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter hereof. Any amendment to this Agreement must be in writing and signed by the authorized representatives of both Parties.

5. Severability. If any provision of this Assignment is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Assignment shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Assignment a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

6. Waiver. No failure by either Party to enforce any provision or term of this Agreement shall be construed as a waiver of such provision or of the right thereafter of the waiving Party to enforce the same.

7. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to constitute an original and all of which shall together constitute one and the same instrument. This Assignment shall become binding when any number of counterparts, individually or taken together, shall bear the signatures of all Parties. Delivery of an executed counterpart of this Assignment by electronic transmission shall be effective as delivery of an original counterpart hereof.

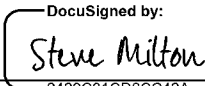
8. Governing Law and Jurisdiction. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

9. Headings. The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Assignment effective as of the date first set forth above.

ASSIGNOR:  
SabreMark Limited Partnership  
By: SabreMark G.P., LLC, its general partner

By: DocuSigned by:  
  
Name: Steve Milton  
Title: Corporate Secretary

ASSIGNEE:  
Flight Operations Holdings,  
LLC

By: \_\_\_\_\_  
Name: Brian Evans  
Title: Director

IN WITNESS WHEREOF, the Parties have executed this Assignment effective as of the date first set forth above.

ASSIGNOR:  
SabreMark Limited Partnership  
By: SabreMark G.P., LLC, its general partner

By: \_\_\_\_\_  
Name: Steve Milton  
Title: Corporate Secretary

ASSIGNEE:  
Flight Operations Holdings, LLC

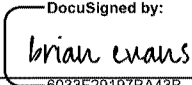
By:  \_\_\_\_\_  
Name: Brian Evans  
Title: Director

Exhibit A

Assigned Marks

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Reg. No.</u>	<u>Legal Entity</u>
Flica.net	CA	TMA885943	SabreMark Limited Partnership
Flica.net	EU	010317345	SabreMark Limited Partnership
Flica.net	GB	UK00910317345	SabreMark Limited Partnership
Crewtrac	US	1,670,750	SabreMark Limited Partnership
Flica.net	US	4,049,275	SabreMark Limited Partnership