

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386544

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|---|--|----------------------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | INTELLECTUAL PROPERTY SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| REVENUE MANAGEMENT SYSTEMS, INC. | | 06/02/2016 | Corporation: WASHINGTON |
| RECEIVING PARTY DATA | | | |
| Name: | HSBC BANK PLC | | |
| Street Address: | 8 Canada Square | | |
| City: | London | | |
| State/Country: | UNITED KINGDOM | | |
| Postal Code: | E14 5HQ | | |
| Entity Type: | Public Limited Company: UNITED KINGDOM | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4440166 | AIRRM | |
| Registration Number: | 4440165 | AIRRMEXPRESS | |
| Registration Number: | 4450695 | REVENUE MANAGEMENT SYSTEMS, INC. | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4156597455 | | |
| <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> | | | |
| Phone: | (415) 836-2551 | | |
| Email: | nancy.chow@dlapiper.com | | |
| Correspondent Name: | Nancy Chow | | |
| Address Line 1: | DLA Piper LLP (US) | | |
| Address Line 2: | 555 Mission Street, Suite 2400 | | |
| Address Line 4: | San Francisco, CALIFORNIA 94105 | | |
| NAME OF SUBMITTER: | Nancy Chow | | |
| SIGNATURE: | /s/ Nancy Chow | | |
| DATE SIGNED: | 06/03/2016 | | |
| Total Attachments: 4 | | | |
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**IP Security Agreement**”) dated as of June 2, 2016, is made by **REVENUE MANAGEMENT SYSTEMS, INC.**, a Washington corporation, (the “**Grantor**”) in favor of **HSBC BANK PLC**, (the “**Security Agent**”).

RECITALS:

WHEREAS, pursuant to that certain Senior Term and Revolving Facilities Agreement dated as of March 31, 2016, by and among (1) Canary Holdco Limited (“**Parent**”), (2) Canary Finco Limited as Original Borrower (together with any Additional Borrower from time to time a party thereto, collectively, the “**Borrowers**”), (3) the companies listed in part 1 of schedule 1 thereto as Original Guarantors (together with Parent, Grantor, and any Additional Guarantor from time to time a party thereto, collectively, the “**Guarantors**,” and together with the Borrowers, collectively, the “**Obligors**”), (4) HSBC Bank plc as Arranger, (5) the financial institution listed in part 2 of schedule 1 to it as Original Lender, (6) Agent, and (7) the Security Agent (as amended, amended and restated, restated supplemented, and otherwise modified from time to time the “**Facilities Agreement**”), pursuant to which the Original Lender agreed to make certain facilities available to the Borrowers.

WHEREAS, as a condition subsequent to the making of the loans by the Original Lender under the Facilities Agreement, the Grantor has executed that certain Pledge and Security Agreement dated as of the date hereof in favor of the Security Agent (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the “**Pledge and Security Agreement**”).

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has granted to the Security Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement, for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor (intending to be legally bound) hereby agrees as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Pledge and Security Agreement.

2. Security Interest in Intellectual Property. As continuing security for the payment or performance, as the case may be, in full when due of the Secured Obligations, the Grantor hereby pledges to the Security Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Security Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in, to and under the following (the “**IP Collateral**”):

(i) each of the United States trademark registrations and applications set forth in Exhibit A, together with the goodwill of the business connected with the use thereof, and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”);

(ii) all rights of any kind whatsoever of such Grantor accruing under any of the Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; and

(iii) any and all claims and causes of action with respect to any of the Trademarks, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation. The Grantor hereby authorizes the Commissioner for Trademarks and any other government officials to record and register this IP Security Agreement upon request by the Security Agent.

4. Pledge and Security Agreement. This IP Security Agreement has been entered into pursuant to and in conjunction with the Pledge and Security Agreement, which is hereby incorporated by reference. The provisions of the Pledge and Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Security Agent with respect to the IP Collateral are as provided in the Facilities Agreement, the Pledge and Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

5. Binding Effect; Benefits. This IP Security Agreement shall be binding upon the Grantor and its respective successors and permitted assigns, and shall inure to the benefit of the Security Agent, its successors, nominees and assigns; provided, however, the Grantor shall not assign this IP Security Agreement or any of the Grantor’s obligations hereunder without the prior written consent of the Security Agent.


6. Governing Law. This IP Security Agreement shall be governed by, enforced and construed in accordance with the internal laws of the State of New York, without regard to choice of law or conflict of law principles.

7. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This IP Security Agreement may be signed in one or more counterparts, but all of such counterparts shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has duly executed this Intellectual Property Security Agreement as of the date first written above.

**REVENUE MANAGEMENT SYSTEMS,
INC.**

By: 
Name: Raj Bhavnani
Title: Secretary

Signature Page to IP Security Agreement

**TRADEMARK
REEL: 005806 FRAME: 0607**

EXHIBIT A

| Grantor | File Number | Trademark | Jurisdiction/ Status | Application No/ Filing Date | Registration No/ Registration Date |
|----------------------------------|--------------------|---|-----------------------------|------------------------------------|---|
| Revenue Management Systems, Inc. | RMSI-2-0052542 | AIRRM | USA/ Registered | 85/909056 4/19/2013 | 4440166 11/26/2013 |
| Revenue Management Systems, Inc. | RMSI-2-0052544 | AIRRMEXPRESS | USA/ Registered | 85/909044 04/19/2013 | 4440165 11/26/2013 |
| Revenue Management Systems, Inc. | RMSI-2-0052543 | REVENUE MANAGEMENT SYSTEMS, INC. AND DESIGN | USA/ Registered | 85/909034 04/19/2013 | 4450695 12/17/2013 |