

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM470785

<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>
SB USVI Acquisition, Inc.		04/20/2018	Corporation: VIRGIN ISLANDS, U.S.
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VOLANT SVI FUNDING, LLC		
<b>Street Address:</b>	Cira Centre, 2929 Arch Street		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19104		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4089013	SEABORNE AIRLINES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2126983599		
<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>	2126983500		
<b>Email:</b>	patents@dechert.com		
<b>Correspondent Name:</b>	DECHERT LLP		
<b>Address Line 1:</b>	1095 AVENUE OF THE AMERICAS		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10036-6797		
<b>ATTORNEY DOCKET NUMBER:</b>	380828-159703		
<b>NAME OF SUBMITTER:</b>	Zhenghui Wang		
<b>SIGNATURE:</b>	/Zhenghui Wang/		
<b>DATE SIGNED:</b>	04/20/2018		
<b>Total Attachments: 4</b>			
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**SECURITY AGREEMENT**

**(TRADEMARKS)**

This Security Agreement (Trademarks), dated as of       April       20, 2018, is made by and among SB USVI Acquisition, Inc., a United States Virgin Islands corporation (herein referred to as "Grantor") in favor of Volant SVI Funding, LLC, a Delaware limited liability company (in its individual capacity, "Volant"), as collateral agent for the Lenders (referred to herein as the "Grantee"), for the benefit of the Secured Parties. Capitalized terms used herein without definition shall have the meanings given to them in the Security Agreement referred to below.

WHEREAS, Grantor, SB Acquisition 2017, Inc., a Delaware corporation ("SB Acquisition"), SB PR Acquisition, LLC, a Puerto Rican limited liability company ("SB PR"), the other Persons designated as "Credit Parties" on the signature pages thereof, the Lenders party thereto, the Collateral Agent, and Volant, in its capacity as administrative agent for the Lenders (the "Administrative Agent") are parties to that certain Credit Agreement dated as of       April       20, 2018 (as amended, modified, restated or supplemented from time to time, the "Credit Agreement"), providing for the availability of certain credit facilities to the Grantor upon the terms and subject to the conditions set forth in the Security Agreement referred to below;

WHEREAS, the Grantor and the other Pledgors named therein entered into a Security Agreement dated as of       April       20, 2018 (the "Security Agreement") in favor of Grantee for the payment and performance of the Secured Obligations; and

WHEREAS, pursuant to the Security Agreement, Grantor is granting and pledging to Grantee, its permitted successors and assigns, for the ratable benefit of the Secured Parties, a Lien upon and security interest in, all of Grantor's right, title and interest in and to certain Collateral, including all of the following now owned or hereafter adopted or acquired by Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, internet domain names, or other source or business identifiers or designs of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing (the "Trademarks"), including those Trademarks listed on the annexed Schedule 1 annexed hereto as part hereof, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom, and all Proceeds of any and all of the foregoing (collectively, the "Trademark Collateral"), to secure the payment, performance and observance of the Secured Obligations; provided, that the Lien and security interests pledged and granted herein shall not extend to, and the term "Trademark Collateral" shall not include any trademark or service mark application filed in the United States Patent and Trademark Office on the basis of the Grantor's

intent-to-use such trademark or service mark unless and until evidence of use thereof has been filed with, and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.), to the extent that granting a security interest in such trademark or service mark application prior to such filing and acceptance would adversely affect the enforceability or validity of such trademark or service mark application or the resulting trademark or service mark registration.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants and pledges to Grantee, for the ratable benefit of the Secured Parties, and grants to Grantee, its permitted successors and assigns, for the ratable benefit of the Secured Parties, a Lien upon and security interest in, all of Grantor's right, title and interest in and to the Trademark Collateral, in each case whether now owned or existing or hereafter acquired or arising or in which such Grantor now has or at any time in the future may acquire any right, title or interest.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted hereby 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 the event that any provision of this agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.


THIS AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

This agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute but one contract, and shall become effective when copies hereof which, when taken together, bear the signatures of each of the parties hereto shall be delivered to Grantee. Delivery of an executed counterpart of a signature page to this agreement by telecopier, .pdf or other electronic means shall be effective as delivery of a manually executed signature page hereto.

Grantee's address is Cira Centre, 2929 Arch Street, Philadelphia, PA 19104.

IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

**SB USVI ACQUISITION, INC.**

By:   
Name: Jason Bewley  
Title: President, Treasurer and Chief  
Financial Officer

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK  
REEL: 006318 FRAME: 0997**

## Schedule 1

Trademark	Owner	Reg. No.	Issue Date	Next Action Due	Goods/Services
Seaborne Airlines	SB USVI Acquisition, Inc.	SN: 85-235,166 RN: 4,089,013	January 17, 2012	January 17, 2018	Intl Class 25: Athletic apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic uniforms.  Intl Class 39: Air Charter Transportation Services; Cargo Handlings' Transportation Consulting Services