

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517729

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROSS RECTRIX BED, LLC		04/05/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Administrative Agent		
Street Address:	950 17th Street, 8th Floor		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4846077	RECTRIX	
Registration Number:	4846078	RECTRIX AERODROME CENTERS	
Registration Number:	5091953	RECTRIX SHUTTLE	
Registration Number:	5514054	FLY RECTRIX	
Registration Number:	3425878	HANGARMINIUM	
Registration Number:	3206064	R	
Registration Number:	3206065	R	
Registration Number:	3156930	R	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	40106-31180		

CH \$215.00 4846077

NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	04/05/2019
Total Attachments: 4 source=Ross Aviation_ Confirmatory Grant of Security Interest in Trademarks (Ross Rectrix BED, LLC) 242079390_1 (2)#page1.tif source=Ross Aviation_ Confirmatory Grant of Security Interest in Trademarks (Ross Rectrix BED, LLC) 242079390_1 (2)#page2.tif source=Ross Aviation_ Confirmatory Grant of Security Interest in Trademarks (Ross Rectrix BED, LLC) 242079390_1 (2)#page3.tif source=Ross Aviation_ Confirmatory Grant of Security Interest in Trademarks (Ross Rectrix BED, LLC) 242079390_1 (2)#page4.tif	

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of April 5, 2019 by and from ROSS RECTRIX BED, LLC, a Delaware limited liability company (the "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as administrative agent for itself and for the Secured Parties (as defined in the Credit Agreement identified below) (in such capacity, "Grantee").

WHEREAS, Ross Aviation Holdings, LLC (the "Borrower"), Ross Aviation Investment, LLC ("Holdings"), the Grantee, the other Loan Parties from time to time party thereto and the Lenders are party to that certain Amended and Restated Credit Agreement, dated as of September 13, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Borrower, Holdings, the Grantor and certain other Subsidiaries of the Borrower have entered into a Pledge and Security Agreement with the Grantee, dated as of September 30, 2016 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantor owns the trademarks as listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement and, if not defined therein, the respective meaning given to them in the Security Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than Unliquidated Obligations as defined in the Credit Agreement), the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

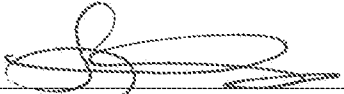
(b) The Grantor hereby pledges and grants to the Grantee, on behalf of and for the ratable benefit of the Secured Parties, a security interest in (1) all of the Grantor's right, title and interest in, to and under the Trademarks, whether now owned by or hereafter acquired by or arising in favor of such Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Confirmatory Grant by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Confirmatory Grant by telecopy, e-mailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the internal laws (and not the law of conflicts) of the State of New York, but giving effect to federal laws applicable to national banks.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

ROSS RECTRIX BED, LLC

By: 
Name: Steven Gampp
Title: Chief Financial Officer

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
RECTRIX	86617425 01-MAY-2015	4846077 03-NOV-2015	ROSS RECTRIX BED, LLC	Registered
RECTRIX AERODROME CENTERS	86617454 01-MAY-2015	4846078 03-NOV-2015	ROSS RECTRIX BED, LLC	Registered
RECTRIX SHUTTLE	86569384 19-MAR-2015	5091953 29-NOV-2016	ROSS RECTRIX BED, LLC	Registered
FLY RECTRIX	86569422 19-MAR-2015	5514054 10-JUL-2018	ROSS RECTRIX BED, LLC	Registered
HANGARMINIUM	77245647 02-AUG-2007	3425878 13-MAY-2008	ROSS RECTRIX BED, LLC	Renewed (Registered)
R 	78855789 06-APR-2006	3206064 06-FEB-2007	ROSS RECTRIX BED, LLC	Renewed (Registered)
R 	78855814 06-APR-2006	3206065 06-FEB-2007	ROSS RECTRIX BED, LLC	Renewed (Registered)
R 	78629761 13-MAY-2005	3156930 17-OCT-2006	ROSS RECTRIX BED, LLC	Renewed (Registered)