

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM567917

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Transportation Impact, LLC		03/19/2020	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	BNP Paribas, as Collateral Agent		
Street Address:	787 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: FRANCE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4798093	FIRST FLIGHT SOLUTIONS	
Registration Number:	4798092	FFS FFS FIRST FLIGHT SOLUTIONS PARCEL SP	
Registration Number:	4811082	TRANSPORTATION IMPACT	
Registration Number:	4815955	TI TRANSPORTATIONIMPACT COST REDUCTION T	
Registration Number:	5457385	TI TRANSPORTATION IMPACT SHIP SMARTER. S	
Registration Number:	5457384	TI	
Registration Number:	5457383	TRANSPORTATION IMPACT	
Registration Number:	5758328	TRANSPORTATION IMPACT	
Registration Number:	5880565	TI TRANSPORTATION IMPACT SHIP SMARTER. S	
Registration Number:	5746255	TI	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2123186532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	Alana Gramer		
Address Line 1:	200 PARK AVENUE		
Address Line 2:	c/o Paul Hastings LLP		

CH \$265.00 4798093

Address Line 4:	NEW YORK, NEW YORK 10166
NAME OF SUBMITTER:	Alana Gramer
SIGNATURE:	/s/ AG
DATE SIGNED:	03/19/2020
Total Attachments: 6 source=Project Outerbanks - Trademark Security Agreement (Executed)(147428782_1)#page1.tif source=Project Outerbanks - Trademark Security Agreement (Executed)(147428782_1)#page2.tif source=Project Outerbanks - Trademark Security Agreement (Executed)(147428782_1)#page3.tif source=Project Outerbanks - Trademark Security Agreement (Executed)(147428782_1)#page4.tif source=Project Outerbanks - Trademark Security Agreement (Executed)(147428782_1)#page5.tif source=Project Outerbanks - Trademark Security Agreement (Executed)(147428782_1)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made as of March 19, 2020, between the signatory hereto (the “Grantor”) in favor of BNP Paribas, as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement, dated as of March 19, 2020 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the “Trademark Collateral”):

(a) (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable federal Law and, except to the extent perfected by the filing of a UCC financing statement, any foreign intellectual property.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement. In the event that any provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

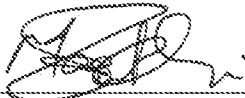
TRANSPORTATION IMPACT, LLC,
as Grantor

By: 

Name: David Health

Title: Chief Financial Officer and Secretary

BNP PARIBAS, as Collateral Agent

By: 
Name: ADIL ZUBERI
Title: DIRECTOR

By: 
Name: Bilal Nizami
Title: Vice President

Schedule 1
Trademarks

Trademark	Jurisdiction	Serial No. / Filing Date	Registration No. / Registration Date	International Class(es)	Status	Current Owner of Record
“First Flight Solutions”	USPTO	86335071 11-JUL-2014	4798093 25-AUG-2015	35	Registered	Transportation Impact, LLC
“First Flight Solutions” (logo design)	USPTO	86335051 11-JUL-2014	4798092 25-AUG-2015	35	Registered	Transportation Impact, LLC
“Transportation Impact”	USPTO	86334256 11-JUL-2014	4811082 15-SEP-2015	35	Registered	Transportation Impact, LLC
“Transportation Impact” (logo design)	USPTO	86335064 11-JUL-2014	4815955 22-SEP-2015	35	Registered	Transportation Impact, LLC
“Transportation Impact” (logo design) (2016 version)	USPTO	87528090 14-JUL-2017	5457385 01-MAY-2018	35 36 42	Registered	Transportation Impact, LLC
“TI” (logo design)	USPTO	87528088 14-JUL-2017	5457384 01-MAY-2018	35 36 42	Registered	Transportation Impact, LLC
“Transportation Impact” (2016)	USPTO	87528087 14-JUL-2017	5457383 01-MAY-2018	35 36 42	Registered	Transportation Impact, LLC
“Transportation Impact” (2017)(IC 039)	USPTO	87528092 14-JUL-2017	5758328 21-MAY-2019	39	Registered	Transportation Impact, LLC
“Transportation Impact” (logo design)	USPTO	87528095 14-JUL-2017	5880565 08-OCT-2019	39	Registered	Transportation Impact, LLC

"TI" (logo design) (2017) (039)	USPTO	87528094 14-JUL-2017	5746255 07-MAY-2019	39	Registered	Transportation Impact, LLC
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