

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM618525

<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>
CRYSTAL FINANCIAL LLC		12/31/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ARGENT FUNDING, LLC		
<b>Street Address:</b>	614 N DUPONT HWY		
<b>Internal Address:</b>	SUITE 210		
<b>City:</b>	Dover		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19901		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4452646	SILVER AIRWAYS	
<b>Registration Number:</b>	4776290	SILVER AIRWAYS	
<b>Registration Number:</b>	4776291	SILVER AIRWAYS	
<b>Registration Number:</b>	4776292		
<b>Registration Number:</b>	4776293	WWW.SILVERAIRWAYS.COM	
<b>Registration Number:</b>	4780934	SILVER AIRWAYS	
<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>	THREE BRYANT PARK		
<b>Address Line 2:</b>	1095 AVENUE OF THE AMERICAS		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10036		
<b>NAME OF SUBMITTER:</b>	Noah Shier		
<b>SIGNATURE:</b>	/Noah Shier/		

CH \$165.00 4452646

<b>DATE SIGNED:</b>	01/05/2021
---------------------	------------

**Total Attachments: 4**

source=2021-01-05\_Silver\_Assignment\_Trademark\_Security\_Agreement#page1.tif

source=2021-01-05\_Silver\_Assignment\_Trademark\_Security\_Agreement#page2.tif

source=2021-01-05\_Silver\_Assignment\_Trademark\_Security\_Agreement#page3.tif

source=2021-01-05\_Silver\_Assignment\_Trademark\_Security\_Agreement#page4.tif

**ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT**

This ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT (this “Assignment”), dated as of December 31, 2020, is by and between CRYSTAL FINANCIAL LLC (“Crystal Financial”), acting in its capacity as the current and resigning collateral agent for the Lenders (in such capacity, the “Resigning Collateral Agent”), and ARGENT FUNDING, LLC (“Argent”), acting in its capacity as the successor collateral agent for the Lenders (in such capacity, the “Successor Collateral Agent”).

**RECITALS:**

**WHEREAS**, Silver Airways LLC, as “Grantor”, and the Resigning Collateral Agent are parties to that certain Security Agreement (Trademarks), dated as of August 23, 2016 (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), pursuant to which Grantor granted to the Resigning Collateral Agent a security interest in all of its right, title and interest in, to and under certain Trademark Collateral (as that term is defined in the Trademark Security Agreement), including the trademarks set forth on Exhibit A attached hereto;

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 23, 2016, at Reel/Frame: 5861/0375; and

**WHEREAS**, pursuant to that certain Instrument of Resignation and Appointment, dated as of the date hereof, by and among Crystal Financial, as the Resigning Collateral Agent, Argent, as the Successor Collateral Agent, and the other parties thereto, the Resigning Collateral Agent has assigned to the Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Trademark Security Agreement, in each instance, in its capacity as collateral agent.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Resigning Collateral Agent hereby assigns and transfers to the Successor Collateral Agent and its successors and assigns, all of its rights, title and interest in and to the Trademark Security Agreement and the Trademark Collateral.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

*- Remainder of Page Intentionally Left Blank; Signature Page Follows -*

IN WITNESS WHEREOF, the Resigning Collateral Agent and the Successor Collateral Agent have caused this Assignment to be duly executed as of the date first above written.

**RESIGNING COLLATERAL AGENT:**

**CRYSTAL FINANCIAL LLC**

By: \_\_\_\_\_

Name:

Title:

*Christopher A. Arnold*

*Senior Project Director*

**SUCCESSOR COLLATERAL AGENT:**

**ARGENT FUNDING, LLC**

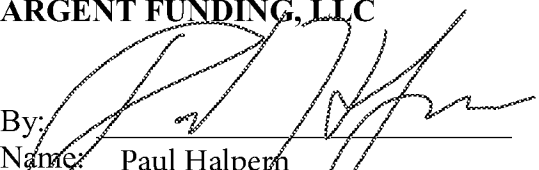
By:   
Name: Paul Halpern  
Title: Authorized Person

EXHIBIT A

Trademark Registrations/Applications

<u>Trademark</u>	<u>Reg. No.</u>	<u>Issue Date</u>
SILVER AIRWAYS	4,452,646	December 17, 2013
	4,776,290	July 21, 2015
	4,776,291	July 21, 2015
	4,776,292	July 21, 2015
www.silverairways.com	4,776,293	July 21, 2015
	4,780,934	July 28, 2015