

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM676509

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement (Second Lien)		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Atlantic Aviation FBO, Inc.		09/23/2021	Corporation: DELAWARE
MIC Global Services, LLC		09/23/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KKR Loan Administration Services LLC, as Collateral Agent		
<b>Street Address:</b>	30 Hudson Yards		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10001		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3176047	A	
<b>Registration Number:</b>	4567492	ATLANTIC	
<b>Registration Number:</b>	3254733	ATLANTIC	
<b>Registration Number:</b>	3254736	ATLANTIC	
<b>Registration Number:</b>	6456467	ATLANTIC GATEWAY	
<b>Registration Number:</b>	6456468	ATLANTIC GATEWAY	
<b>Registration Number:</b>	1578132	FLIGHTCRAFT	
<b>Registration Number:</b>	6088468	MIC GLOBAL SERVICES	
<b>Registration Number:</b>	6088469	MIC GLOBAL SERVICES	
<b>Serial Number:</b>	90878785	AERO SERVICES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2127013569		
<b>Email:</b>	dka@cahill.com		
<b>Correspondent Name:</b>	Doris Ka		

OP \$265.00 3176047

<b>Address Line 1:</b>	32 Old Slip
<b>Address Line 2:</b>	c/o Cahill Gordon & Reindel LLP
<b>Address Line 4:</b>	New York, NEW YORK 10005

<b>ATTORNEY DOCKET NUMBER:</b>	41260.0384
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<b>NAME OF SUBMITTER:</b>	Doris Ka
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<b>SIGNATURE:</b>	/Doris Ka/
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<b>DATE SIGNED:</b>	09/24/2021
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**Total Attachments: 5**

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GRANT OF  
SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of September 23, 2021, is made by Atlantic Aviation FBO Inc., a Delaware corporation and MIC Global Services, LLC, a Delaware limited liability company (each a “Grantor” and, collectively, the “Grantors”), in favor of KKR LOAN ADMINISTRATION SERVICES LLC, as collateral agent (in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties in connection with that certain Second Lien Credit Agreement, dated as of September 23, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among KKR APPLE HOLDINGS CORPORATION, a Delaware corporation (“Holdings”), KKR APPLE BIDCO, LLC, a Delaware limited liability company (the “Parent Borrower”), each of the Subsidiaries listed on the signature pages thereto or that becomes a party thereto pursuant to Section 8.14 thereof (each such entity being a “Subsidiary Grantor” and, collectively, the “Subsidiary Grantors”), and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Second Lien Security Agreement, dated as of September 23, 2021 in favor of the Collateral Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make Loans to the Borrower and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with Holdings and/or its Restricted Subsidiaries or Secured Hedge Agreements with Holdings and/or its Restricted Subsidiaries, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a

statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

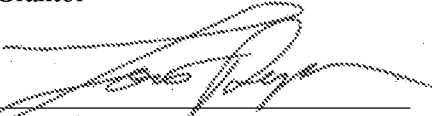
5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

**6. GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

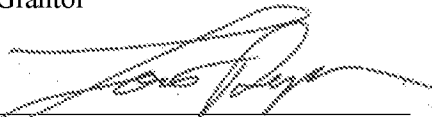
7. Intercreditor Agreements. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder, are subject to the provisions of any Intercreditor Agreement then in effect. In the event of any conflict between the terms of any Intercreditor Agreement then in effect and the terms of this Agreement, the terms of such Intercreditor Agreement shall govern and control. No right, power or remedy granted to the Collateral Agent hereunder shall be exercised by the Collateral Agent, and no direction shall be given by the Collateral Agent, in contravention of any such Intercreditor Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ATLANTIC AVIATION FBO INC.,  
as a Grantor

By:   
Name: Louis T. Pepper  
Title: President and Chief Executive Officer

MIC GLOBAL SERVICES, LLC,  
as a Grantor





By:   
Name: Louis T. Pepper  
Title: President and Chief Executive Officer

KKR LOAN ADMINISTRATION SERVICES LLC  
as the Collateral Agent

By: John Knox  
Name: John Knox  
Title: CFO

# SCHEDULE A

## U.S. Trademark Registrations and Applications

Mark	Serial No./ Registration No.	Filing Date/ Registration Date	Status	Current Owner of Record
	78/496,783 3,176,047	08-Oct-2004 / 28-Nov-2006	Registered	Atlantic Aviation FBO Inc.
ATLANTIC	86/123,127 4,567,492	19-Nov-2013 / 15-Jul-2014	Registered	Atlantic Aviation FBO Inc.
ATLANTIC	78/496,654 3,254,733	08-Oct-2004 / 26-Jun-2007	Registered	Atlantic Aviation FBO Inc.
	78/496,786 3,254,736	08-Oct-2004 / 26-Jun-2007	Registered	Atlantic Aviation FBO Inc.
ATLANTIC GATEWAY	88/642,043 6,456,467	04-Oct-2019 / 17-Aug-2021	Registered	Atlantic Aviation FBO Inc.
	88/642,050 6,456,468	04-Oct-2019 / 17-Aug-2021	Registered	Atlantic Aviation FBO Inc.
FLIGHTCRAFT	73/794,185 1,578,132	18-Apr-1989 / 16-Jan-1990	Registered	Atlantic Aviation FBO Inc.
AERO SERVICES	90/878,785	12-Aug-2021	Pending	Atlantic Aviation FBO, Inc.
MIC GLOBAL SERVICES, LLC	88/440,008 6,088,468	21-May-2019 / 30-Jun-2020	Registered	MIC Global Services, LLC
	88/440,020 6,088,469	21-May-2019 / 30-Jun-2020	Registered	MIC Global Services, LLC