

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM767302

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Assignment of Security Interest in Trademarks
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Société Générale, as Administrative Agent and Collateral Agent		06/18/2021	Bank: FRANCE

## RECEIVING PARTY DATA

<b>Name:</b>	Wilmington Savings Fund Society, FSB, as Successor Administrative Agent and Collateral Agent
<b>Street Address:</b>	500 Delaware Avenue
<b>City:</b>	Wilmington
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19801
<b>Entity Type:</b>	Federal Savings Bank: DELAWARE

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3858292	SOFTCAPTURE
Registration Number:	4416936	TRONAIR
Registration Number:	4416937	TRONAIR
Registration Number:	5030796	EAGLELOGICALLY FRIENDLY
Registration Number:	5053280	EAGLE BOB TAIL
Registration Number:	5352933	XL
Registration Number:	5070226	XM
Registration Number:	5041187	JETPORTER TRONAIR
Registration Number:	5041196	J
Registration Number:	5234783	EAGLE
Registration Number:	5234796	EAGLE

## CORRESPONDENCE DATA

Fax Number: 4045818542

*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.*

Phone: 404-581-8616

CH \$290.00 3858292

**Email:** whamner@jonesday.com  
**Correspondent Name:** Will B. Hamner, Jones Day  
**Address Line 1:** 1221 Peachtree Street, NE  
**Address Line 2:** Suite 400  
**Address Line 4:** Atlanta, GEORGIA 30361

**NAME OF SUBMITTER:** Will B. Hamner

**SIGNATURE:** /Will B. Hamner/

**DATE SIGNED:** 11/11/2022

**Total Attachments: 5**

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**ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS**

This ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), is entered into as of June 18, 2021 ("Effective Date") by and among Société Générale, a French bank having an address of 245 Park Avenue, New York, New York 10167 ("Soc Gen"), as the Administrative Agent and the Collateral Agent (in such capacities, the "Existing Agent"), under that certain Credit Agreement (as defined below) and Wilmington Savings Fund Society, FSB, a Delaware Federal Savings Bank having an address of 500 Delaware Avenue, Wilmington, Delaware 19801, as the successor Administrative Agent and Collateral Agent under the Credit Agreement (in such capacities, the "Successor Agent").

**WHEREAS**, Tronair Parent Inc., a Delaware corporation (the "Borrower") and GGC Aerospace Acquisition Corp., a Delaware corporation ("Holdco"), are party to (i) that certain First Lien Credit Agreement, dated as of September 8, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement,"), by and among the Borrower, Holdco, the Lenders (as defined therein) from time to time party thereto, Soc Gen, as Administrative Agent and Collateral Agent for the Lenders, and the other agents and other parties thereto; and (ii) that certain Successor Agent and Issuing Bank Agreement, dated as of the Effective Date (the "Agency Transfer Agreement"), among the Borrower, Holdco, certain other Loan Parties (as defined in the Credit Agreement), the Existing Agent, the Successor Agent and the Lenders party thereto;

**WHEREAS**, Tronair, Inc., a Georgia corporation (the "Grantor") and Soc Gen are party to that certain Trademark Security Agreement, dated as of September 8, 2016, and recorded with the United States Patent and Trademark Office at Reel/Frame No. 5872/0765 (the "Trademark Security Agreement"), pursuant to which the Grantor granted to the Existing Agent a security interest in all of Grantor's right, title, and interest in, to, and under the Trademark Collateral, including the Trademarks set forth on Schedule A annexed hereto;

**WHEREAS**, as of the Effective Date, pursuant to the terms of the Agency Transfer Agreement, the Existing Agent shall have resigned as Administrative Agent and Collateral Agent under the Credit Agreement and the other Loan Documents and the Successor Agent shall have been appointed as successor Administrative Agent and successor Collateral Agent under the Credit Agreement and the other Loan Documents; and

**WHEREAS**, as of the Effective Date, pursuant to the terms of the Agency Transfer Agreement, the Existing Agent assigns and transfers to the Successor Agent each of the Liens and security interests granted to the Existing Agent under the Credit Agreement, the Trademark Security Agreement, and the other Loan Documents and the Successor Agent accepts all such Liens, for its benefit and for the benefit of the Secured Parties (as such term is defined in the Credit Agreement).

Unless otherwise defined herein, terms defined in the Trademark Security Agreement and used herein have the meaning given to them in the Trademark Security Agreement.

NOW THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each party hereto hereby agrees as follows:

1. Effective as of the Effective Date, the Existing Agent hereby conveys, assigns, and transfers to the Successor Agent for the benefit of the Secured Parties all right, title, and interest in and to all security interests and liens on the Trademark Collateral granted to the Existing Agent under the Trademark Security Agreement and the other Loan Documents, including, without limitation, all of the Existing Agent's security interests and liens on the Trademarks identified on Schedule A hereto, together with all goodwill associated therewith (the "Assignment"). Nothing herein shall be deemed to terminate, interrupt, or impair the continuity of the security interest and lien on the collateral originally granted to the Existing Agent under the Trademark Security Agreement, which security interest is now succeeded by, conveyed, assigned and transferred to the Successor Agent.
2. This Agreement has been executed and delivered by the Existing Agent for the purpose of recording this Agreement with the United States Patent and Trademark Office to evidence the Assignment. This Agreement is provided in connection with the Agency Transfer Agreement and is expressly subject to the terms and conditions thereof. In the event of any conflict between the terms of this Agreement and the terms of the Agency Transfer Agreement, the terms of the Agency Transfer Agreement shall control.
3. The Existing Agent hereby agrees to execute and deliver, from time to time, upon the reasonable written request of the Successor Agent, and at the sole expense of the Grantor, any and all such further instruments and documents and take such further reasonable action as the Successor Agent may reasonably deem necessary.
4. The parties hereby authorize and request the Commissioner for Trademarks to record this Agreement in the USPTO with respect to the Trademark Collateral.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
6. This Agreement may be executed in one or more counterparts, and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers.

**SOCIÉTÉ GÉNÉRALE,**  
as Existing Agent and Existing Issuing Bank



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

Name: Roy Kuruvilla

Title: Managing Director

*[Signature Page to Assignment of Security Interest in Trademarks]*

**TRADEMARK**  
**REEL: 007893 FRAME: 0186**

Accepted and Agreed:

WILMINGTON SAVINGS FUND SOCIETY,  
FSB, as Successor Agent

By: John McNichol  
Name: John McNichol  
Title: Trust Officer

**Exhibit A**

**Trademarks**

Mark	Reg. No.	Reg. Date	Owner
SOFTCAPTURE	3858292	10/5/2010	Tronair, Inc.
TRONAIR	4416936	10/15/2013	Tronair, Inc.
	4416937	10/15/2013	Tronair, Inc.
	5030796	8/30/2016	Tronair, Inc.
EAGLE BOB TAIL	5053280	10/4/2016	Tronair, Inc.
	5352933	12/12/2017	Tronair, Inc.
	5070226	10/25/2016	Tronair, Inc.
	5041187	9/13/2016	Tronair, Inc.
	5041196	9/13/2016	Tronair, Inc.
EAGLE	5234783	7/04/2017	Tronair, Inc.
	5234796	7/04/2017	Tronair, Inc.