

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM864630

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF PATENT AND TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DEERPATH FUND SERVICES, LLC, as Secured Party		12/29/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ALBA WHEELS UP INTERNATIONAL, LLC		
Street Address:	1 East Lincoln Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	11580		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5696479	ALBA WHEELS UP	
Registration Number:	4982199	ALBA WHEELS UP INTERNATIONAL, INC.	
Registration Number:	2993685	ALBA WHEELS UP	
Registration Number:	5696481	SUCCESS. DELIVERED.	
Registration Number:	4982248	WHEELS UP INTERNATIONAL, INC.	
Registration Number:	2965770	WHEELS UP	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212.969.3904		
Email:	trademark@proskauer.com		
Correspondent Name:	Jae Kim		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	47057.094		
NAME OF SUBMITTER:	Jae Kim		

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SIGNATURE:	/Jae Kim/
DATE SIGNED:	12/29/2023
Total Attachments: 4 source=Release of Security Interest in IP (Patent Trademarks) - Deerpath - Alba_Wheels Up (Dec 2023)#page1.tif source=Release of Security Interest in IP (Patent Trademarks) - Deerpath - Alba_Wheels Up (Dec 2023)#page2.tif source=Release of Security Interest in IP (Patent Trademarks) - Deerpath - Alba_Wheels Up (Dec 2023)#page3.tif source=Release of Security Interest in IP (Patent Trademarks) - Deerpath - Alba_Wheels Up (Dec 2023)#page4.tif	

RELEASE OF PATENT AND TRADEMARK SECURITY AGREEMENT

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (the “Release”) is made as of December 29, 2023, by DEERPATH FUND SERVICES, LLC, a Delaware limited liability company, as Administrative Agent and Collateral Agent (in such capacities, together with any successors in such capacities under the Loan Agreement (as defined below), “Secured Party”) for the ratable benefit of the lenders, in favor of ALBA WHEELS UP INTERNATIONAL, LLC, a New York limited liability company (“Grantor”).

W I T N E S S E T H

WHEREAS, pursuant to (i) that certain Loan Agreement, dated as of the March 1, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and among Grantor, the other borrowers from time to time party to the Loan Agreement (collectively with Debtor, the “Borrowers”), WHEELS UP TOP INTERCO, LLC, a Delaware limited liability company (“Holdings”), the other guarantors from time to time party to the Loan Agreement (collectively with Holdings, the “Guarantors”), the lenders from time to time party to the Loan Agreement (collectively, the “Lenders”), and Secured Party, and (ii) that certain Patent and Trademark Security Agreement, dated as of March 1, 2021 (the “IP Security Agreement”), by Grantor in favor of Secured Party, Grantor granted to Secured Party a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under the IP Collateral (as defined in the IP Security Agreement), including, without limitation, the patents, patent applications, patent licenses, trademarks, trademark applications and any related licenses to which it is a party identified on Schedule 1 attached hereto;

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office on March 18, 2021 at Reel 7224, Frame 0426;

WHEREAS, Grantor has requested a release of the IP Collateral; and

WHEREAS, Secured Party, on behalf of itself and the other Lenders, desires to terminate and grant a release of the IP Collateral as provided in this Release.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party, on behalf of itself and the other Lenders, does hereby agree as follows:

1. Secured Party, on behalf of itself and the other Lenders, hereby (a) terminates and cancels the IP Security Agreement, (b) releases, relinquishes, terminates and discharges the IP Collateral in its entirety and (c) reassigns to Grantor any and all right, title and interest of any nature whatsoever which it may hold in or to the IP Collateral (including, without limitation, the patents, patent applications, patent licenses, trademarks, trademark applications and any related licenses to which it is a party identified on Schedule 1 attached hereto).
2. Secured Party, on behalf of itself and the other Lenders, hereby authorizes the Grantor and its successors, assigns or other legal representatives to file this Release with the U.S. Patent and Trademark Office to evidence and effectuate the release and termination of the Secured Party’s security interest in the IP Collateral.
3. At the reasonable request and sole expense of Grantor, Secured Party, on behalf of itself and the other Lenders, agrees to execute, acknowledge and deliver any and all documents or further instruments and to take all such further actions and all such cooperation and assistance necessary to carry out the purposes of this Release.

4. Delivery of an executed signature page of this Release by facsimile or electronic transmission (e.g., email of a PDF file) shall be as effective as delivery of a manually executed counterpart hereof. The words "executed," "signed," "signature," and words of like import in this Release shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature page follows]

IN WITNESS WHEREOF, Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

DEERPATH FUND SERVICES, LLC, as Secured Party



By: _____

Name: Anish Bahl

Title: Chief Financial Officer

[Release of Security Interest in IP]

TRADEMARK
REEL: 008303 FRAME: 0916

Schedule 1

Patents

None.

Registered Trademarks, Material Unregistered Trademarks, and Applications for Registration of Trademarks

Trademark	USPTO Serial Number	USPTO Registration Number
ALBA WHEELS UP – Design Mark The mark consists of The words “Alba Wheels Up”. The word “Alba” is in large font, above the other words, and in red. The words “Wheels Up” are in smaller font, and in the color blue, located below the word “Alba”. There is a round figure to the right of the word "Alba", and is divided into three colors, blue, white and red. The white is meant to show the flight of a plane, and there is an image of plane coming out from the upper end of the white portion of the circular image, also in blue, white and red.	88048378	5696479
ALBA WHEELS UP INTERNATIONAL, INC. – Design Mark The mark consists of a globe with rings, with a floating half ring to the left side. At the end of the ring are the words “Alba Wheels Up International, Inc.”	86763580	4982199
ALBA WHEELS UP – Service Mark	76551974	2993685
SUCCESS. DELIVERED. – Service Mark	88048394	5696481
WHEELS UP INTERNATIONAL, INC. – Design Mark The mark consists of a globe with horizontal lines running through it. One floating ring that starts behind the globe and stretches out beyond the globe. The words “Wheel Up International, Inc.” are located above the floating ring.	86764709	4982248
WHEELS UP – Service Mark	76551973	2965770

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