

5-9-13

TRADEMARK ASSIGNMENT

05/09/2013



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Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Skyventure Management, LLC		03/22/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	221 West 6th Street
Internal Address:	2nd Floor, Mail Code TX38211
City:	Austin
State/Country:	TEXAS
Postal Code:	77801
Entity Type:	National Banking Association: UNKNOWN UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3728837	IFLY
Registration Number:	3735041	IFLY
Registration Number:	3914837	IFLY
Registration Number:	3732473	
Registration Number:	3931801	IFLY

CORRESPONDENCE DATA

Fax Number: 5123054800
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 512-305-4772
 Email: jhubenak@lockelord.com
 Correspondent Name: L. Jeffrey Hubenak
 Address Line 1: 600 Congress
 Address Line 2: Suite 2200

CH \$140.00 3728837

Address Line 4: Austin, TEXAS 78701

ATTORNEY DOCKET NUMBER: 0050100-03156

NAME OF SUBMITTER: PPaquet for L. Jeffrey Hubenak

Signature: /PPaquet/

Date: 04/15/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of March 22, 2013, is by and between SKYVENTURE MANAGEMENT, LLC, a Delaware limited liability company ("Grantor"), whose address is 6034 West Courtyard Drive, Suite 135, Austin, TX 78730, Attention: Alan Metni, Chief Executive Officer, and JPMORGAN CHASE BANK, N.A., a national banking association, whose address is 221 West 6th Street, 2nd Floor, Mail Code TX3-8211, Austin, Texas 78701, Attention: Manager/Commercial Banking Group, in its capacity as Administrative Agent (in such capacity, the "Administrative Agent"), under the Credit Agreement (as amended, restated and supplemented from time to time, the "Credit Agreement") of even date herewith, by and among Administrative Agent, Grantor, the other Loan Parties now or hereafter party thereto, and each of the Lenders now or hereafter party thereto (individually, a "Lender" and, collectively, the "Lenders").

WHEREAS, Grantor, the other Loan Parties, Administrative Agent and Lenders have entered into the Credit Agreement;

WHEREAS, Grantor, the other Loan Parties which are domestic Subsidiaries of Grantor and Administrative Agent have entered into a Pledge and Security Agreement of even date herewith (said Pledge and Security Agreement, as the same may be hereafter amended, restated, modified, supplemented and in effect from time to time, is herein called the "General Security Agreement"), which sets forth in more detail certain terms and conditions relating to the matters agreed to herein; and

WHEREAS, the Credit Agreement contemplates the execution of this Agreement by the parties hereto and the recordation of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest. Grantor does hereby grant to Administrative Agent, for the benefit and on behalf of Administrative Agent, Lenders and other holders of any Secured Obligations, a continuing security interest in all of the following (all of the following being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Secured Obligations:

(a) all of Grantor's right, title, and interest in and to the following (collectively the "Trademarks"): (i) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including, without limitation, each Trademark listed on Schedule 1 attached hereto; (ii) all licenses of the foregoing, whether as licensee or licensor; (iii) all renewals of the foregoing; (iv) all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, including, without

limitation, damages, claims, and payments for past, present and future infringements thereof; (v) all rights to sue for past, present, and future infringements of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (vi) all rights corresponding to any of the foregoing throughout the world; and

(b) all substitutions for and improvements, products and proceeds of, and all renewals and replacements of, any of the foregoing, and all general intangibles relating to or arising in connection with any of the foregoing.

2. Miscellaneous. This security interest is granted in conjunction with the Liens granted to Administrative Agent, for the benefit and on behalf of Administrative Agent, Lenders and any other holders of any Secured Obligations, pursuant to the General Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the General Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the General Security Agreement, the Credit Agreement and the other Loan Documents. The attached Schedule 1 is incorporated herein by reference for all purposes. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Credit Agreement. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS AND OTHER APPLICABLE LAWS OF THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION, THE UNITED STATES TRADEMARK LAWS.** This Agreement shall be binding upon Grantor, and the trustees, receivers, successors and assigns of Grantor, including all successors in interest of Grantor in and to all or any part of the Trademark Collateral, and shall benefit Administrative Agent and its successors and assigns. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. The section headings appearing in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement.

[Signature Page(s) to Follow]

IN WITNESS WHEREOF, Grantor and Administrative Agent have caused this Agreement to be duly executed by their respective officers thereunto as of the effective date first set forth above.

"Grantor"

SKYVENTURE MANAGEMENT, LLC,
a Delaware limited liability company

By  _____

Name: Alan Metni

Title: Chief Executive Officer

"Administrative Agent"

JPMORGAN CHASE BANK, N.A.,
a national banking association, as Administrative Agent

By: _____

Name: _____

Title: _____

Attachment:

Schedule 1 - Trademarks

[SIGNATURE PAGE(S) TO TRADEMARK SECURITY AGREEMENT]

AUS:0050100/03156:498329v3

**TRADEMARK
REEL: 005028 FRAME: 0240**

IN WITNESS WHEREOF, Grantor and Administrative Agent have caused this Agreement to be duly executed by their respective officers thereunto as of the effective date first set forth above.

"Grantor"

SKYVENTURE MANAGEMENT, LLC,
a Delaware limited liability company

By _____

Name: Alan Metni

Title: Chief Executive Officer

"Administrative Agent"

JPMORGAN CHASE BANK, N.A.,
a national banking association, as Administrative Agent

By: James Pritchett
Name: JAMES PRITCHETT
Title: VICE PRESIDENT

Attachment:


Schedule 1 - Trademarks

[SIGNATURE PAGE(S) TO TRADEMARK SECURITY AGREEMENT]

AUS:0050100/03156:498329v3

**TRADEMARK
REEL: 005028 FRAME: 0241**

**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT**

APPLICATION NO.	MARK	COUNTRY	STATUS
77/098,330	IFLY	US	Registered - No. 3,728,837
77/586,040	IFLY - Class 035	US	Registered - No. 3,735,041
77/710,861	IFLY - Class 028 and 041	US	Registered - No. 3,914,837
77/586,409		US	Registered - No. 3,732,473
77/767,132	IFLY - class 009	US	Registered - No. 3,931,801

Schedule 1

AUS:0050100/03156:498329v3