

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM774879

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900725902

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BusCo Holdings LLC		10/07/2022	Limited Liability Company: DELAWARE
Gogo Charters LLC		10/07/2022	Limited Liability Company: GEORGIA
Charter UP, LLC		10/07/2022	Limited Liability Company: GEORGIA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 South Dearborn, Floor L2, IL1-0486
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	6688838	A ATLANTA CHARTER BUS COMPANY
Registration Number:	6623964	DC CHARTER BUS COMPANY
Registration Number:	6688839	LOS ANGELES CHARTER BUS COMPANY
Registration Number:	6688840	NEW YORK CHARTER BUS COMPANY
Registration Number:	6688841	SAN FRANCISCO CHARTER BUS COMPANY
Registration Number:	5791597	CHARTERUP
Registration Number:	6763043	GOGO CHARTERS

CORRESPONDENCE DATA

Fax Number: 6175236850

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: 617-523-2700

Email: susan.dinicola@hklaw.com, chloe.farrar@hklaw.com

Correspondent Name: Holland & Knight LLP

Address Line 1: 10 St. James Avenue

TRADEMARK

Address Line 4:	Boston, MASSACHUSETTS 02116
ATTORNEY DOCKET NUMBER:	088499.01599
NAME OF SUBMITTER:	Susan C. DiNicola
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	12/16/2022
Total Attachments: 6 source=CharterUp Trademark Security Agreement(179364929.1)#page1.tif source=CharterUp Trademark Security Agreement(179364929.1)#page2.tif source=CharterUp Trademark Security Agreement(179364929.1)#page3.tif source=CharterUp Trademark Security Agreement(179364929.1)#page4.tif source=CharterUp Trademark Security Agreement(179364929.1)#page5.tif source=CharterUp Trademark Security Agreement(179364929.1)#page6.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated October 7, 2022 (this “**Trademark Security Agreement**”), by BusCo Holdings LLC, a Delaware limited liability company (“**BUSCO**”), GOGO CHARTERS LLC, a Georgia limited liability company (“**GOGO**”), and Charter UP, LLC a Georgia limited liability company (“**CUP**” and, together with BUSCO and GOGO, each, a “**Grantor**” and, collectively, the “**Grantors**”) in favor of JPMORGAN CHASE BANK, N.A., in its capacity as lender (the “**Lender**”) for itself and the Secured Parties pursuant to the Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, each Grantor is party to the Credit Agreement, dated October 7, 2022, by and among the Grantors, CHARTERUP GROUP, LLC, a Delaware limited liability company, as Borrower, CHARTERUP 3H, LLC, a Delaware limited liability company, as Holdings, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and Lender (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Grantor hereby agrees with the Lender as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein have the meaning given to them in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Lender for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the Trademarks, as defined in the Security Agreement, of each Grantor listed on Schedule I attached hereto, including all goodwill associated with such Trademarks.

SECTION 3. The Credit Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Credit Agreement and the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control.

SECTION 4. Termination. Upon the termination of the Credit Agreement in accordance with Section 9.08 thereof, the Lender shall, at the expense of each Grantor, execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. The terms of Sections 8.09 and 8.10 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

BUSCO HOLDINGS LLC as Grantor

By: Luis Carranza
Name: Luis Carranza
Title: Treasurer and Secretary

GOGO CHARTERS LLC as Grantor

By: Luis Carranza
Name: Luis Carranza
Title: Treasurer and Secretary

{Signature Page to Trademark Security Agreement}

CHARTER UP, LLC as Grantor

By: Luis Carranza
Name: Luis Carranza
Title: Treasurer and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007911 FRAME: 0859

JPMORGAN CHASE BANK, N.A., as Lender

By: 
Name: Brittany Fegan
Title: Vice President

Schedule I
Trademark Registrations and Use Applications

Mark	Country	Application #	Registration #	Owner Name
ATLANTA CHARTER BUS COMPANY and Design	US	88/833,543	6,688,838	BusCo Holdings LLC
DC CHARTER BUS COMPANY and Design	US	88/833,564	6,623,964	BusCo Holdings LLC
LOS ANGELES CHARTER BUS COMPANY and Design	US	88/833,557	6,688,839	BusCo Holdings LLC
NEW YORK CHARTER BUS COMPANY and Design	US	88/833,559	6,688,840	BusCo Holdings LLC
SAN FRANCISCO CHARTER BUS COMPANY and Design	US	88/833,657	6,688,841	BusCo Holdings LLC
CHARTERUP	US	87/843,777	5,791,597	Charter UP, LLC
GOGO CHARTERS	US	87/270,204	6,763,043	Gogo Charters LLC