

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM426283

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
U.S. BANK NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT		05/02/2017	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	USA JET AIRLINES, INC.		
<b>Street Address:</b>	4900 S. Pennsylvania Ave.		
<b>City:</b>	Cudahy		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53110		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2117837	CHARTERNET	
<b>Registration Number:</b>	1998391	USA JET AIRLINES	
<b>Registration Number:</b>	1998392	ACTIVE AERO CHARTER	
<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>Email:</b>	sheny@gtlaw.com		
<b>Correspondent Name:</b>	GREENBERG TRAURIG, LLP		
<b>Address Line 1:</b>	77 WEST WACKER DRIVE, SUITE 3100		
<b>Address Line 2:</b>	INTELLECTUAL PROPERTY DEPARTMENT		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60601		
<b>NAME OF SUBMITTER:</b>	John E. Cummerford		
<b>SIGNATURE:</b>	/John E, Cummerford/		
<b>DATE SIGNED:</b>	05/04/2017		
<b>Total Attachments: 3</b>			
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**RELEASE OF CONFIRMATORY GRANT  
OF SECURITY INTEREST IN TRADEMARKS**

THIS RELEASE OF CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made effective as of May 2, 2017, by U.S. Bank National Association, a national banking association (the “Secured Party”) for itself and as administrative agent for the Lenders (as defined in the Credit Agreement referenced below) in favor of USA Jet Airlines, Inc., a Delaware corporation (the “Company”).

WHEREAS, the Company, the lenders party thereto (the “Lenders”), and the Secured Party, as one of the Lenders and administrative agent for the Lenders (in such capacity, the “Agent”), are all parties to a Sixth Amended and Restated Credit Agreement dated as of September 24, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) pursuant to which the Lenders agreed to extend to the Company certain credit accommodations;

WHEREAS, the Company has granted security interests to the Secured Party under the Sixth Amended and Restated Pledge and Security Agreement and Irrevocable Proxy dated as of September 24, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Company executed and delivered a Confirmatory Grant of Security Interest in Trademarks dated as of April 30, 2013 (the “Confirmatory Grant”) granting the Secured Party, among other collateral as set forth therein, a security interest in and lien on the trademarks identified on Exhibit A hereto (the “Trademark Collateral”);

WHEREAS, the Confirmatory Grant was recorded with the United States Patent and Trademark Office against the Trademark Collateral on August 28, 2014 at Reel number 5353 and Frame number 0985; and

WHEREAS, the Company has satisfied all of the Obligations under the Credit Agreement and the Security Agreement and has requested that the Secured Party terminate and release its security interests in and liens on the Trademark Collateral.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

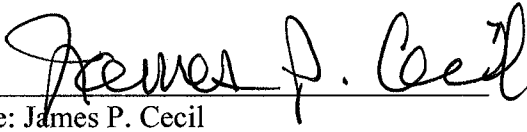
1) Definitions. All capitalized terms not defined in this Release shall have the respective meaning given to them in the Credit Agreement, the Security Agreement, or the Confirmatory Grant, as the case may be.

2) Termination and Release of Security Interest. The Secured Party hereby terminates, releases, and discharges its security interest in and liens on the Trademark Collateral, including, without limitation, the trademarks listed on Exhibit A hereto, and the Secured Party hereby assigns and transfers to the Company, without representation, warranty or recourse, all of the Secured Party’s right, title and interest in and to such trademarks, effective as of the date set forth above.

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IN WITNESS WHEREOF, the Secured Party has executed this Release effective as of the date written above.

U.S. BANK NATIONAL ASSOCIATION,  
as Secured Party

By:   
Name: James P. Cecil  
Title: Vice President

**Exhibit A**

Schedule of Trademarks

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
CHARTERNET	2117837	12/2/1997
USA JET AIRLINES	1998391	9/3/1996
ACTIVE AERO CHARTER	1998392	9/3/1996

*Exhibit A*