

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM567917

| | | | |
|---|----------------------------------|--|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | TRADEMARK SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Transportation Impact, LLC | | 03/19/2020 | Limited Liability Company: NORTH CAROLINA |
| RECEIVING PARTY DATA | | | |
| Name: | BNP Paribas, as Collateral Agent | | |
| Street Address: | 787 Seventh Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10019 | | |
| Entity Type: | Bank: FRANCE | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4798093 | FIRST FLIGHT SOLUTIONS | |
| Registration Number: | 4798092 | FFS FFS FIRST FLIGHT SOLUTIONS PARCEL SP | |
| Registration Number: | 4811082 | TRANSPORTATION IMPACT | |
| Registration Number: | 4815955 | TI TRANSPORTATIONIMPACT COST REDUCTION T | |
| Registration Number: | 5457385 | TI TRANSPORTATION IMPACT SHIP SMARTER. S | |
| Registration Number: | 5457384 | TI | |
| Registration Number: | 5457383 | TRANSPORTATION IMPACT | |
| Registration Number: | 5758328 | TRANSPORTATION IMPACT | |
| Registration Number: | 5880565 | TI TRANSPORTATION IMPACT SHIP SMARTER. S | |
| Registration Number: | 5746255 | TI | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 2123186532 | | |
| Email: | alanagramer@paulhastings.com | | |
| Correspondent Name: | Alana Gramer | | |
| Address Line 1: | 200 PARK AVENUE | | |
| Address Line 2: | c/o Paul Hastings LLP | | |

CH \$265.00 4798093

Address Line 4: NEW YORK, NEW YORK 10166

NAME OF SUBMITTER: Alana Gramer

SIGNATURE: /s/ AG

DATE SIGNED: 03/19/2020

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made as of March 19, 2020, between the signatory hereto (the “Grantor”) in favor of BNP Paribas, as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement, dated as of March 19, 2020 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the “Trademark Collateral”):

(a) (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable federal Law and, except to the extent perfected by the filing of a UCC financing statement, any foreign intellectual property.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement. In the event that any provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

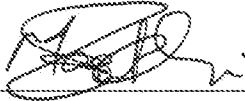
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IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

TRANSPORTATION IMPACT, LLC,
as Grantor

By: 
Name: David Health
Title: Chief Financial Officer and Secretary

BNP PARIBAS, as Collateral Agent

By: 
Name: ADIL ZUBERI
Title: DIRECTOR

By: 
Name: Bilal Nizami
Title: Vice President

Schedule 1
Trademarks

| Trademark | Jurisdiction | Serial No. / Filing Date | Registration No. / Registration Date | International Class(es) | Status | Current Owner of Record |
|--|---------------------|---------------------------------|---|--------------------------------|---------------|--------------------------------|
| "First Flight Solutions" | USPTO | 86335071 11-JUL-2014 | 4798093 25-AUG-2015 | 35 | Registered | Transportation Impact, LLC |
| "First Flight Solutions" (logo design) | USPTO | 86335051 11-JUL-2014 | 4798092 25-AUG-2015 | 35 | Registered | Transportation Impact, LLC |
| "Transportation Impact" | USPTO | 86334256 11-JUL-2014 | 4811082 15-SEP-2015 | 35 | Registered | Transportation Impact, LLC |
| "Transportation Impact" (logo design) | USPTO | 86335064 11-JUL-2014 | 4815955 22-SEP-2015 | 35 | Registered | Transportation Impact, LLC |
| "Transportation Impact" (logo design) (2016 version) | USPTO | 87528090 14-JUL-2017 | 5457385 01-MAY-2018 | 35 36 42 | Registered | Transportation Impact, LLC |
| "TI" (logo design) | USPTO | 87528088 14-JUL-2017 | 5457384 01-MAY-2018 | 35 36 42 | Registered | Transportation Impact, LLC |
| "Transportation Impact" (2016) | USPTO | 87528087 14-JUL-2017 | 5457383 01-MAY-2018 | 35 36 42 | Registered | Transportation Impact, LLC |
| "Transportation Impact" (2017)(IC 039) | USPTO | 87528092 14-JUL-2017 | 5758328 21-MAY-2019 | 39 | Registered | Transportation Impact, LLC |
| "Transportation Impact" (logo design) | USPTO | 87528095 14-JUL-2017 | 5880565 08-OCT-2019 | 39 | Registered | Transportation Impact, LLC |

| | | | | | | |
|------------------------------------|-------|-------------------------|------------------------|----|------------|-------------------------------|
| "TI" (logo design) (2017) (039) | USPTO | 87528094 14-JUL-2017 | 5746255 07-MAY-2019 | 39 | Registered | Transportation Impact, LLC |
|------------------------------------|-------|-------------------------|------------------------|----|------------|-------------------------------|