

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM588445

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		07/24/2020	NATIONAL ASSOCIATION: UNITED STATES
RECEIVING PARTY DATA			
Name:	SCHEDULED AIRLINES TRAVEL OFFICES, LLC (formerly known as SCHEDULED AIRLINES TRAFFIC OFFICES, INC.)		
Street Address:	4300 WILSON BLVD., SUITE 500		
City:	ARLINGTON		
State/Country:	VIRGINIA		
Postal Code:	22203		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2165033	NAVIGATOR	
Registration Number:	2048093	NAVIGATOR	
Registration Number:	1766258	SATO TRAVEL	
Registration Number:	1766257	SATO	
Registration Number:	1798106	SATOSTATS	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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:	650-838-3743		
Email:	jlik@shearman.com		
Correspondent Name:	MAEVE WILSON		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	Shearman & Sterling LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	41662-4		
NAME OF SUBMITTER:	MAEVE WILSON		
SIGNATURE:	/MAEVE WILSON/		

CH \$140.00 2165033

DATE SIGNED:	07/24/2020
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Total Attachments: 4
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RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARKS is dated as of July 24, 2020 (the “*Release*”) and executed and delivered by BANK OF AMERICA, N.A., as administrative and collateral agent (the “*Agent*”) in favor of SCHEDULED AIRLINES TRAVEL OFFICES, LLC., a Delaware limited liability company (formerly known as SCHEDULED AIRLINES TRAFFIC OFFICES, INC.) (the “*Grantor*”). All capitalized terms used but not defined herein shall have the meaning given in the Trademark Security Agreements, as appropriate.

WHEREAS, the Grantor and the Agent entered into that certain Amended and Restated Security Agreement dated as of November 15, 2000 (the “*2000 Security Agreement*”) and that certain Security Agreement dated as of October 31, 2003 (the “*2003 Security Agreement*”);

WHEREAS, pursuant to the 2000 Security Agreement, the Grantor executed and delivered that certain Notice of Grant of Security Interest in Trademarks dated as of November 15, 2001 and whereas pursuant to the 2003 Security Agreement, the Grantor executed and delivered that certain Notice of Grant of Security Interest in Trademarks dated as of October 31, 2003 by and among the Grantor and the Agent (each a “*Trademark Security Agreement*” and collectively the “*Trademark Security Agreements*”), whereby the Grantor granted to the Agent a security interest in and continuing lien upon, the trademarks set forth on Exhibit A attached hereto;

WHEREAS, the Trademark Security Agreement dated November 15, 2000 was recorded with the United States Patent and Trademark Office on April 15, 2002 at Reel 2494 Frame 0076, and the Trademark Security Agreement dated October 31, 2003 was recorded with the United States Patent and Trademark Office on March 9, 2004 at Reel 2806 Frame 0427;

WHEREAS, the obligations secured by the Trademark Security Agreements have been repaid or otherwise satisfied and the Agent therefore desires to release and reassign to the Grantor any and all right, title and interest the Agent may have in the Trademark Collateral pursuant to the Trademark Security Agreements,, including any interest in or to the trademarks identified in Exhibit A attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent and the Grantor hereby agree as follows:

SECTION 1. Release of Security Interest. The Agent, on behalf of itself and the Secured Parties and the holders of the Secured Obligations, their successors, legal representatives and assigns, does hereby (i) terminate and cancel the Trademark Security Agreements and (ii) release, terminate and discharge any and all of the Agent’s, or the Secured Parties’ or the holders of the Secured Obligations’, security interests in all of the Grantor’s right, title and interest, and reassigns and conveys to the Grantor, any and all of its right, title and interest in and to:

- (a) the trademarks and trademark applications and registrations, service marks and service mark applications and registrations, and other designations of source, including the trademark registrations and applications listed on Exhibit A attached hereto, together with the goodwill associated therewith and symbolized thereby, and all extensions and renewals thereof (collectively, the “*Trademarks*”);
- (b) all rights of any kind whatsoever of the Grantor accruing under or corresponding to any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all license and other agreements in which the Grantor has granted or is granted a license or other right to use any Trademarks;
- (d) any and all other rights, royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (e) to the extent a security interest was granted by the Grantor to the Agent in the following, any and all claims and causes of action with respect to any of the foregoing, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, such damages ((a)-(e) collectively, the “*Trademark Collateral*”).

SECTION 2. Recordation. The Agent authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office and any other applicable government official of any applicable governmental authority record this Release.

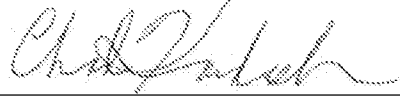
SECTION 3. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

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

BANK OF AMERICA, N.A., as the
Agent

By:



Name: Chad Kardash

Title: Vice President

Exhibit A

Trademarks

Mark	Registration Number	Registration Date
NAVIGATOR and Design	2165033	6/16/98
NAVIGATOR	2048093	3/25/97
SATO TRAVEL	1766258	4/20/93
SATO	1766257	4/20/93
SATOSTATS	1798106	10/12/93