

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM831276

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kenyon International Emergency Services LLC		08/11/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Delta Air Lines, Inc.		
<b>Street Address:</b>	1030 Delta Blvd.		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30354		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2174421	KENYON	
<b>Registration Number:</b>	3147995	KENYON	
<b>Registration Number:</b>	3093162	KENYON	
<b>Registration Number:</b>	3093157	KENYON	
<b>Registration Number:</b>	3093156	KENYON	
<b>Registration Number:</b>	3093154	KENYON	
<b>Registration Number:</b>	3093155	KENYON	
<b>Registration Number:</b>	4659880	KENYON RESPONSE	
<b>Registration Number:</b>	3155071	PEIS	
<b>Registration Number:</b>	4283884	PDA	
<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>Phone:</b>	2023704750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Rodney Boulware		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		

OP \$265.00 2174421

<b>Address Line 4:</b>	Washington, D.C. 20036
<b>ATTORNEY DOCKET NUMBER:</b>	2091817
<b>NAME OF SUBMITTER:</b>	Rick Harrison
<b>SIGNATURE:</b>	/RICK HARRISON/
<b>DATE SIGNED:</b>	08/11/2023
<b>Total Attachments: 5</b> source=#97183009v1 - (Trademark sent for filing)#page2.tif source=#97183009v1 - (Trademark sent for filing)#page3.tif source=#97183009v1 - (Trademark sent for filing)#page4.tif source=#97183009v1 - (Trademark sent for filing)#page5.tif source=#97183009v1 - (Trademark sent for filing)#page6.tif	

TRADEMARK SECURITY AGREEMENT

WHEREAS, KENYON INTERNATIONAL EMERGENCY SERVICES LLC, a Delaware limited liability company (herein referred to as the “**Grantor**”) owns the Trademark Collateral (as defined below);

WHEREAS, WHEELS UP EXPERIENCE INC. (the “**Borrower**”) and DELTA AIR LINES, INC., as Payee, are parties to a Secured Promissory Note dated as of August 8, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time); and

WHEREAS, pursuant to (i) a Security Agreement dated as of August 9, 2023 (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Borrower, the grantors party thereto, and DELTA AIR LINES, INC., as Payee (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (the “**Grantor’s Secured Guarantee**”) by granting to the Grantee a continuing first-priority (subject only to Permitted Liens (as defined in the Security Agreement)) security interest in certain personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby irrevocably grants to the Grantee, to secure the Grantor’s Secured Guarantee, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising and regardless of where located:

(i) each Trademark (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing;

but, in each case, excluding any Excluded Assets (as defined in the Security Agreement).

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with

authority in the name of the Grantor or in the Grantee's name, so long as any Event of Default shall have occurred and be continuing, (i) to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and (ii) to execute any and all documents and instruments, in each case of (i)-(ii), which are necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of Security Agreement, the terms of the Security Agreements shall govern and control.

This Trademark Security Agreement may be executed on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to be originals and shall constitute one and the same instrument.

This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York, except as otherwise required by mandatory provisions of law and except to the extent that remedies provided by the laws of any jurisdiction other than the State of New York are governed by the laws of such jurisdiction.

*[Remainder of page intentionally left blank; signatures follow]*

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 11th day of August, 2023.

KENYON INTERNATIONAL  
EMERGENCY SERVICES LLC

By:  \_\_\_\_\_  
Name: Mark Briffa  
Title: President

Acknowledged:

DELTA AIR LINES, INC

By: 

Name: Kenneth W. Morge II

Title: Senior Vice President  
Finance & Treasurer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008164 FRAME: 0512**

**Schedule 1  
to Trademark  
Security Agreement**

**KENYON INTERNATIONAL EMERGENCY SERVICES LLC**

**U.S. TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Owner</b>	<b>Registration Date</b>	<b>Registration No.</b>
KENYON	Kenyon International Emergency Services, Inc.	Jul-21-1998	2174421
KENYON	Kenyon International Emergency Services, Inc.	Sept-26-2006	3147995
KENYON	Kenyon International Emergency Services, Inc.	May-16-2006	3093162
KENYON 	Kenyon International Emergency Services, Inc.	May-16-2006	3093157
KENYON 	Kenyon International Emergency Services, Inc.	May-16-2006	3093156
KENYON 	Kenyon International Emergency Services, Inc.	May-16-2006	3093154
KENYON 	Kenyon International Emergency Services, Inc.	May-16-2006	3093155
KENYON RESPONSE 	Kenyon International Emergency Services, Inc.	Dec-23-2014	4659880
PEIS	Kenyon International Emergency Services, Inc.	Oct-10-2006	3155071
PDA	Kenyon International Emergency Services, Inc.	Jan-29-2013	4283884

**U.S. TRADEMARK APPLICATIONS**

None.