

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI163179

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UNIFI AVIATION, LLC		04/12/2024	Limited Liability Company: DELAWARE
AIRCO AVIATION SERVICES, LLC		04/12/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	ACF FINCO I LP		
Street Address:	560 White Plains Road, Suite 400		
City:	Tarrytown		
State/Country:	NEW YORK		
Postal Code:	10591		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3331132	PAXTRACK	
Registration Number:	3775734	SMARTRACK	
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:	8602402755		
Email:	derek.wayne@morganlewis.com		
Correspondent Name:	Derek Wayne		
Address Line 1:	Morgan, Lewis & Bockius LLP		
Address Line 2:	One State Street		
Address Line 4:	Hartford, CONNECTICUT 06103		
NAME OF SUBMITTER:	Derek Wayne		
SIGNATURE:	Derek Wayne		
DATE SIGNED:	04/12/2024		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made as of this 12th day of April 2024, between Unifi Aviation, LLC (the “Grantor”) and ACF FinCo I LP, in its capacity as collateral agent pursuant to the Credit Agreement referred to below (together with its successors and assigns, the “Collateral Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among UNIFI AVIATION NORTH AMERICA, LLC, a Delaware limited liability company (the “Initial Borrower” or the “Borrower Representative”), AirCo Aviation Services, LLC, a Delaware limited liability company (“AirCo”), the other Persons party thereto from time to time as Guarantors, the financial institutions party thereto from time to time as Lenders, and Ares Capital Corporation, in its capacity as administrative agent (the “Administrative Agent”) and the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), the Lenders are willing to make certain financial accommodations available to the Initial Borrower from time to time pursuant to the terms and conditions thereof; and;

WHEREAS, as a condition precedent to the making of such financial accommodations, the Grantor is required to execute and deliver to the Collateral Agent that certain Security Agreement, dated as of April 12, 2024 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Collateral Agent this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants, mortgages, pledges and hypothecates to the Collateral Agent, for the benefit of the Lenders, a continuing security interest (the “Security Interest”) in and Lien on all of the Grantor’s right, title and interest in and to the following (collectively, the “Trademark Collateral”):

(i) any and all of the Grantor’s trademarks listed on Schedule I hereto; (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements, dilutions or other

violations thereof, (iv) the right to sue for past, present and future infringements, dilution or other violations thereof, (v) the goodwill of the Grantor's business symbolized by the foregoing and connected therewith and (vi) all of the Grantor's rights corresponding to the foregoing throughout the world; provided, however, that the foregoing grant of security interest will not cover any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to the Collateral Agent, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Grantor.

4. SECURITY AGREEMENT. The Security Interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral made and 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.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures hereto delivered by Electronic Transmission shall be deemed an original signature hereto.

6. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and

supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

UNIFI AVIATION, LLC

By: 
Name: Hendrik Teunis
Title: CFO & Treasurer

AIRCO AVIATION SERVICES, LLC

By: 
Name: Hendrik Teunis
Title: CFO & Treasurer

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

UNIFI AVIATION, LLC

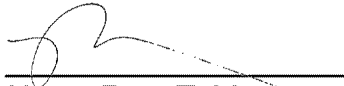
By: _____
Name:
Title:

AIRCO AVIATION SERVICES, LLC

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED
BY:

ACF FINCO I LP, as the Collateral Agent

By:  _____
Name: Ryan T. Magee
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Mark</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Status</u>	<u>Class</u>	<u>Current Owner</u>	<u>Country</u>
<u>PAXTRACK</u>	78650548	June 14, 2005	3331132	November 6, 2007	Registered	9	UNIFI AVIATION, LLC 950 EAST PACES FERRY ROAD, SUITE 2000, ATLANTA, GEORGIA 30326 United States of America	USA
<u>SMARTTRACK</u>	77605056	October 31, 2008	3775734	April 13, 2010	Registered	9	UNIFI AVIATION, LLC, F/K/A DAL GLOBAL SERVICES, LLC 3399 PEACHTREE ROAD SUITE 1500, ATLANTA, GEORGIA 30326 United States of America	USA