

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM585700

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
iFly Holdings, LLC		07/01/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Greensill Capital (UK) Limited		
Street Address:	One Southampton Street, Covent Garden		
City:	London		
State/Country:	ENGLAND		
Postal Code:	WC2R 0LR		
Entity Type:	Private Limited Company: ENGLAND		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Serial Number:	88413315	CHOOSE TO FLY	
Serial Number:	88413363	CHOOSE TO FLY	
Serial Number:	87732289	FLIGHT LIGHTS	
Serial Number:	87523336		
Serial Number:	87520829	TAKE FLIGHT	
Serial Number:	87153701	IFLY	
Serial Number:	87153194		
Registration Number:	5698208	IFLY	
Registration Number:	5666943		
Registration Number:	5377650	IFLY	
Registration Number:	5656067	IFLY	
Registration Number:	5080442	IFLY	
Registration Number:	5080441		
Registration Number:	4726954		
Registration Number:	3732473		
Registration Number:	3735041	IFLY	
Registration Number:	3931801	IFLY	
Registration Number:	3914837	IFLY	
Registration Number:	3728837	IFLY	
TRADEMARK			

CH \$540.00 88413315

Property Type	Number	Word Mark
Registration Number:	2532612	SKYVENTURE
Registration Number:	2265189	SKY VENTURE

CORRESPONDENCE DATA

Fax Number: 3127069000
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.
Phone: 312-701-8209
Email: mmthomas@mayerbrown.com, mdecember@mayerbrown.com
Correspondent Name: Madelaine M. Thomas
Address Line 1: 71 S. Wacker Drive
Address Line 2: Mayer Brown LLP
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	20651038
NAME OF SUBMITTER:	Madelaine M. Thomas
SIGNATURE:	/Madelaine M. Thomas/
DATE SIGNED:	07/09/2020

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 1, 2020 by and among Greensill Capital (UK) Limited (together with its successors, transferees and permitted assigns (including, without limitation, each Initial Identified Assignee (as defined herein)), the “Finance Provider”) and iFly Holdings, LLC (the “Company”) on behalf of Company and any other affiliate of Company from time to time party to the Agreement as an obligor (the “Debtors”).

RECITALS

A. Finance Provider has agreed to make certain advances of money and to extend certain financial accommodation (the “Advances”) to the Debtors in the amounts and manner set forth in that certain Installment Payment Agreement dated as of June 26, 2020, together with the related Side Commercial Terms Letter, the Security Agreement (as defined below) and all other related documents, instruments and agreements, in each case, by and among Finance Provider and the Debtors, dated as of July 1, 2020 (as the same may be amended, modified or supplemented from time to time, collectively, the “Program Agreements”; capitalized terms used herein are used as defined in the Security Agreement).

B. Pursuant to the Program Agreements, concurrently herewith, the Company unconditionally guarantees payment and performance to the Finance Provider, forthwith on demand by the Finance Provider, of all present and future indebtedness, liabilities and obligations, now or at any time and from time to time hereafter due or owing to the Finance Provider by the Debtors pursuant to the Program Agreements.

C. Concurrently herewith, Company and Finance Provider have entered into that certain Guarantee and Security Agreement, dated as of July 1, 2020 (as the same may be amended, modified or supplemented from time to time, the “Security Agreement”), pursuant to which the Company granted to the Finance Provider a security interest in (among other items of collateral), the Company’s Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the payment and performance of when due of all obligations of the Company under the Program Agreements and all other agreements now existing or hereafter arising among the Company and Finance Provider, the Company hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure Company’s obligations under the Program Agreements and under any other agreement now existing or hereafter arising among Company and the Finance Provider, the Company grants and pledges to Finance Provider a security interest in all of the Company’s right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents and trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future

infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

Notwithstanding anything contained in this agreement to the contrary, the property in which the Company has granted and pledged a security interest hereunder shall not include: (i) any rights or interest in any contract, lease, permit, license, or license agreement covering real or personal property of the Company if under the terms of such contract, lease, permit, license, or license agreement, or applicable law with respect thereto, the grant of a security interest or lien therein is prohibited as a matter of law or under the terms of such contract, lease, permit, license, or license agreement and such prohibition or restriction has not been waived or the consent of the other party to such contract, lease, permit, license, or license agreement has not been obtained (provided, that, (A) the foregoing exclusions of this clause (i) shall in no way be construed (1) to apply to the extent that any described prohibition or restriction is ineffective under Section 9-406, 9-407, 9-408, or 9-409 of the UCC or other applicable law, or (2) to apply to the extent that any consent or waiver has been obtained that would permit Finance Provider's security interest or lien to attach notwithstanding the prohibition or restriction on the pledge of such contract, lease, permit, license, or license agreement and (B) the foregoing exclusions of clause (i) shall in no way be construed to limit, impair, or otherwise affect Finance Provider's continuing security interests in and liens upon any rights or interests of the Company in or to (1) monies due or to become due under or in connection with any described contract, lease, permit, license, license agreement, or (2) any proceeds from the sale, license, lease, or other dispositions of any such contract, lease, permit, license or license agreement); or (ii) any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be within the security interest granted hereunder.

This security interest is granted in conjunction with the security interest granted to Finance Provider under the Security Agreement. The rights and remedies of Finance Provider with respect to the security interest granted hereby are in addition to those set forth in the Program Agreements and the other transaction documents related thereto, and those which are now or hereafter available to Finance Provider as a matter of law or equity. Each right, power and remedy of Finance Provider provided for herein or in the Program Agreements, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Finance Provider of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement or any of the Program Agreements, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Finance Provider, of any or all other rights, powers or remedies.

The Company represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which the Company has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Finance Provider shall have the right without the consent of or notice to Debtors to sell, transfer, negotiate, or grant participations in all or any part of Finance Provider's interest in any Collateral, or in Finance Provider's obligations, rights, interests and benefits hereunder. Notwithstanding and without limiting the foregoing or anything else herein to the contrary, by execution below, each Debtor expressly acknowledges and agrees that all of the Finance Provider's rights, title, and interests in, to, and under this agreement and the Collateral, may be assigned or participated, in whole or in part (and including, legal and/or beneficial interest with respect thereto), by the Finance Provider to any Initial Identified Assignees, pursuant to one or more purchase, participation or similar transfer agreements, and each Debtor consents to such assignment. Each of the parties hereto acknowledges and agrees that, following any such sale, assignment or transfer by Finance Provider to any of the Initial Identified Assignees (or any other permitted assignee or participant hereunder), such Initial Identified Assignee (and/or such other permitted assignee or participant) are and shall be third party beneficiaries of the rights of the Finance Provider arising hereunder and any other Program Agreement. Each provision of this agreement shall be severable from every other provision hereof for the purpose of determining the legal enforceability of any specific provision. As used herein, "Initial Identified Assignee" means Greensill Bank AG (and/or any of their Affiliates) and any special purpose vehicles established for the purpose of (among other things) purchasing certain receivables or other payment obligations from the Finance Provider or any of its Affiliates, including (but not limited to) Hoffman S.à r.l., and any trustee collateral agent or similar party acting for the benefit of the holders of any notes, bonds or loan participations issued by any such special purpose funding vehicle.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their respective officers thereunto duly authorized as of the first date written above.

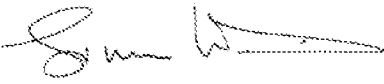
Address of Company:

iFLY Holdings LLC
6200 Bridgepoint Parkway Bldg 4
Suite #400
Austin, Texas 78730

Attention: Kevin Fiur
E-mail: kfiur@iflyworld.com

COMPANY:

IFLY HOLDINGS LLC

By: 
Name: Simon Ward
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their respective officers thereunto duly authorized as of the first date written above.

Address of Company:

COMPANY:

IFLY HOLDINGS, LLC

Attention:

E-mail:

By: _____


Title: _____

Address of Finance Provider:

FINANCE PROVIDER:

Greensill Capital (UK) Limited
One Southampton Street
Covent Garden
London WC2R 0LR
England

GREENSILL CAPITAL (UK) LIMITED

By:  _____

Title: General Counsel

Attention: Hugh McKee

E-mail: Hugh.Mckee@greensill.com

With a copy to:

legal.notice@greensill.com and
Esreporting@greensill.com

EXHIBIT A

Copyrights

[NONE]



EXHIBIT B

Patents

APP. NO.	PATENT NO.	TITLE
10/909,088	7,156,744	Recirculating Vertical Wind Tunnel Skydiving Simulator
11/184,940	7,028,542	Reduced Drag Cable for Use in Wind Tunnels and Other Locations
13/520,616	9,194,632	Wind Tunnel Turning Vane Heat Exchanger - National Phase of PCT
14/942,086	Pending	Wind Tunnel Turning Vane Heat Exchanger - divisional
10/189,698	RE43028	Vertical Wind Tunnel Training Device

EXHIBIT C

Trademarks

MARK	STATUS	APP/REG NO. APP/REG DATE	OWNER
CHOOSE TO FLY	Published	88/413,315 – May 2, 2019	IFLY Holdings, LLC
CHOOSE TO FLY	Allowed	88/413,363 – May 2, 2019	IFLY Holdings, LLC
FLIGHT LIGHTS	Allowed	87/732,289 – December 22, 2017	IFLY Holdings, LLC
	Allowed	87/523,336 – July 11, 2017	IFLY Holdings, LLC
TAKE FLIGHT	Allowed	87/520,829 – July 9, 2019	IFLY Holdings, LLC
IFLY 	Allowed	87/153,701 – August 29, 2016	IFLY Holdings, LLC
	Allowed	87/153,194 – August 28, 2016	IFLY Holdings, LLC

IFLY	Registered	5,698,208 – Reg Date: May 12, 2019	IFLY Holdings, LLC
	Registered	5,666,943 – Reg. Date: Jan 29, 2019	IFLY Holdings, LLC
IFLY	Registered	5,377,650 – Reg. Date: Jan 16, 2018	IFLY Holdings, LLC
IFLY	Registered	5,656,067 – Reg. Date: Jan 15, 2019	IFLY Holdings, LLC
IFLY	Registered	5,080,442 – Reg. Date: Nov 15, 2016	IFLY Holdings, LLC
	Registered	5,080,441 – Reg. Date: Nov 15, 2016	IFLY Holdings, LLC
	Registered	4,726,954 – Reg. Date: April 28, 2015	IFLY Holdings, LLC
	Registered	3,732,473 – Reg. Date: Dec 29, 2009	IFLY Holdings, LLC
IFLY	Registered	3,735,041- Reg. Date: Jan 5, 2010	IFLY Holdings, LLC

IFLY	Registered	3,931,801 – Reg. Date: Mar 15, 2011	IFLY Holdings, LLC
IFLY	Registered	3,914,837 – Reg. Date: Feb 1, 2011	IFLY Holdings, LLC
IFLY	Registered	3,728,837 – Reg. Date: Dec 22, 2009	IFLY Holdings, LLC
SKYVENTURE	Registered	2,532,612 – Reg. Date: Jan 22, 2002	IFLY Holdings, LLC
SKYVENTURE	Registered	2265189 – Reg Date: July 22, 1999	IFLY Holdings, LLC