

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM604434

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment to Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kitty Hawk Corporation		10/20/2020	Corporation:
RECEIVING PARTY DATA			
Name:	One Aero, LLC		
Street Address:	c/o Rosewood Family Advisors, LLP		
Internal Address:	P.O. Box 61239, Department 685		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94306		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	88976350	FLYER	
Serial Number:	88976295	FLYER	
Serial Number:	88639281	HEAVISIDE	
Serial Number:	88639287	HEAVYSIDE	
Serial Number:	88639270	HVSD	
Serial Number:	88005040	KITTY HAWK	
Serial Number:	87055108	KITTY HAWK	
Serial Number:	88017234	KITTYHAWK	
Serial Number:	87371153	KITTY HAWK FLYER	
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:	650-335-7686		
Email:	trademarks@fenwick.com		
Correspondent Name:	John Kind		
Address Line 1:	Fenwick & West		
Address Line 2:	801 California Street		
Address Line 4:	Mountain View, CALIFORNIA 94041		

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ATTORNEY DOCKET NUMBER:	30955-00202-5836
NAME OF SUBMITTER:	John Kind
SIGNATURE:	/John Kind/
DATE SIGNED:	10/22/2020
Total Attachments: 3 source=Amendment to IP Security Agreement#page1.tif source=Amendment to IP Security Agreement#page2.tif source=Amendment to IP Security Agreement#page19.tif	

AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 20, 2020 (this “**Amendment**”) is made to the AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 3, 2018 (the “**Amended IP Agreement**”) between KITTY HAWK CORPORATION, a Delaware corporation (“**Grantor**”) and ONE AERO, LLC, a California limited liability company (“**Lender**”).

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement, dated as of October 11, 2018 (as amended from time to time, the “**Loan Agreement**”) and the Intellectual Property Security Agreement, dated as of October 11, 2018 (as amended by the Amended IP Agreement), Grantor granted to Lender a security interest in all right, title, and interest of Grantor in certain intellectual property (the “**Intellectual Property Collateral**”), including patents, copyrights, and trademarks indicated in Exhibit A, Exhibit B, and Exhibit C of the Amended IP Agreement, respectively.

WHEREAS, Grantor has developed additional Intellectual Property and the parties desire to confirm Grantor’s pledge of, and grant of a security interest in, such additional Intellectual Property in favor of the Lender.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Amended IP Agreement.
2. Amendment and Restatement of Patent and Trademark Exhibits.
 - a. Exhibit A to the Amended IP Agreement is hereby amended and restated as set forth on Exhibit A hereto.
 - b. Exhibit C to the Amended IP Agreement is hereby amended and restated as set forth on Exhibit C hereto.
3. Amendment and Restatement of Patent and Trademark Exhibits.
 - a. Except as provided herein, all terms and conditions of the Amended IP Agreement remain in full force and effect. Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants contained therein.
 - b. This Amendment covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

[Remainder of page has intentionally been left blank]

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.


GRANTOR:


KITTY HAWK CORPORATION.

LENDER:

ONE AERO, LLC

By: Assumption LLC, its manager.

DocuSigned by:

By: ODD299D3A7EE49D...
Sebastian Thrun, CEO

DocuSigned by:

By: 4869A9F6D8694D1...
P. Wayne Osborne
Secretary of Assumption LLC

Address for Notices:

Kitty Hawk Corporation
821 San Antonio Road
Palo Alto, CA 94043
Attn: Molly Abraham, Esq.
Email: molly.abraham@kittyhawk.aero

Address for Notices:

One Aero, LLC
c/o Rosewood Family Advisors, LLP
PO Box 61239, Department 685
Palo Alto, CA 94306
Attn: Cristina Rosado
Email: tina@RFALLP.com

Attachments:

- Exhibit A: Patents
- Exhibit C: Trademarks

EXHIBIT C

TRADEMARKS

<u>Mark/Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing Date:</u>
FLYER	88976350	5969609	8/3/2018
FLYER (Stylized)	88976295	5963752	8/3/2018
HEAVISIDE	88639281		10/2/2019
HEAVYSIDE	88639287		10/2/2019
HVSD	88639270		10/2/2019
KITTY HAWK	88005040		6/18/2018
KITTY HAWK	87055108	5874607	5/31/2016
KITTY HAWK (Stylized)	88017234		6/27/2018
KITTY HAWK FLYER	87371153	5874729	3/14/2017