

02-07-2001

Docket No.:

21755.006



Tab settings

attached original documents or copy thereof.

To the Honorable Commissioner of Patents

101607831

1. Name of conveying party(ies):

Atlantic Aviation Corporation

1-74-01

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):

Name: First Union National Bank

Internal Address: Charlotte Plaza, CP-23

Street Address: 201 S. College Street

City: Charlotte State: NC ZIP: 28288

- Individual(s) citizenship
- Association National Banking Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 12/20/2000

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Reg



1,253,197

01-24-2001

U.S. Patent & TMO/TM Mail Rpt Dt. #39

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Karl S. Sawyer, Jr.

Internal Address: Kennedy Covington Lobdell &

Hickman, LLP

4200 Bank of America Corporate Center

Street Address: 100 N. Tryon St.

02/06/2001 6TON11 00000222 1253197

01 FC:481

40.00 00

City: Charlotte State: NC ZIP: 28202

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ 540.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

18-1215

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Karl S. Sawyer, Jr.

Name of Person Signing

Signature

January 22, 2001

Date

Total number of pages including cover sheet, attachments, and document:

11

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement") is entered into as of this 21st day of December, 2000 by ATLANTIC AVIATION CORPORATION, a Delaware corporation (the "Grantor") in favor of FIRST UNION NATIONAL BANK, as administrative agent (the "Administrative Agent") for the benefit of the Lenders (as defined below) party to the Credit Agreement (as defined below).

### STATEMENT OF PURPOSE

WHEREAS, the Grantor owns certain trademarks and service marks, including those trademark registrations and trademark applications listed on Schedule 1 annexed hereto, and is a party to the trademark licenses listed on Schedule 2 annexed hereto; and

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement of even date herewith (as amended, restated, supplemented and otherwise modified from time to time, the "Credit Agreement") among the Grantor and the other Borrowers party thereto (collectively, the "Borrowers"), such Lenders party thereto (collectively, the "Lenders"), the Administrative Agent and Heller Financial, Inc., as Documentation Agent, the Lenders have agreed to extend certain credit facilities to the Borrowers on the terms and conditions more particularly described in the Credit Agreement; and

WHEREAS, pursuant to the terms of the Amended and Restated Collateral Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement;" all capitalized terms defined in the Credit Agreement or the Collateral Agreement and not otherwise defined herein have the respective meanings provided for in the Credit Agreement or the Collateral Agreement), between the Borrowers and the Administrative Agent, the Borrowers have granted to the Administrative Agent for the ratable benefit of itself and Lenders a security interest in certain assets of each of the Borrowers, including all right, title and interest of the Grantor in, to and under all Trademark Collateral (as hereinafter defined) to secure the payment of all Obligations owing by the Borrowers (including the Grantor) under the Credit Agreement and the other Loan Documents;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. **Grant of Security Interest.** Grantor does hereby grant to the Administrative Agent for the ratable benefit of itself and Lenders a continuing security interest in all of Grantor's right, title and interest in, to and under all of the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now existing or hereafter created or acquired, in order to secure the Obligations referred to herein:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and

1921634.02  
LIB: CH

TRADEMARK  
REEL: 002231 FRAME: 0141

labels on which any of the foregoing appear or have appeared and designs owned by the Grantor (each of the foregoing items in this clause a "Trademark," and collectively, the "Trademarks,"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, together with all registrations and recordings thereof and all applications filed in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in any office or agent of the United States of America (including the United States Patent and Trademark Office) or any foreign country, and including, without limitation, those referred to in Schedule 1 annexed hereto and all reissues, extensions, continuations or renewals thereof;

(b) all Trademark licenses and other agreements providing the Grantor with the right to use, or pursuant to which the Grantor provides the right to use, any of the items described in Section 1(a) (together, the "Trademark Licenses), including each Trademark license referred to in Schedule 2 annexed hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by, each item described in Sections 1(a) or 1(b);

(d) the right to sue third parties for past, present or future infringements of any Trademark Collateral described in Section 1(a) and, to the extent applicable, Section 1(b); and

(e) all products and proceeds of, and the rights associated with, the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Schedule 1 and the trademarks licensed under any Trademark License, (ii) injury to the goodwill associated with the use of any such Trademark, Trademark registration or trademark licensed under any Trademark License, or (iii) breach or enforcement of any Trademark license.

2. **Other Security Interests.** This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. **Restrictions on Future Agreements.** The Grantor agrees that until all Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, the Grantor will not, without the Administrative Agent's prior written consent enter into any agreement including, without limitation, any license agreement, which is inconsistent with the Grantor's obligations under this Agreement if such action would reasonably be expected to materially adversely affect

the fair market value of the Trademark Collateral or the benefits of this Agreement to the Administrative Agent, and the Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would materially adversely affect the validity or enforcement of the rights transferred to the Administrative Agent under this Agreement.


4. **New Trademarks.** The Grantor represents and warrants to the Administrative Agent that the Trademarks listed on Schedule 1 annexed hereto and the license agreements listed on Schedule 2 annexed hereto constitute all of the Trademarks now owned by or licensed to the Grantor for which registrations have been issued or applied for in the United States Patent and Trademark Office. If, before the Obligations have been satisfied in full and the Credit Agreement terminated, the Grantor shall (i) obtain rights to any new trademarks, trademark registrations or applications or tradenames used in the United States or in any foreign country or (ii) become entitled to the benefit of any trademark application, trademark, trademark registration or tradename used in the United States or in any foreign country, the provisions of Section 1 above shall automatically apply thereto and the Grantor shall give to the Administrative Agent prompt written notice thereof. The Grantor hereby authorizes the Administrative Agent to modify this Agreement upon such written notice by amending Schedule 1 and Schedule 2 annexed hereto to include any future trademarks, trademark registrations, trademark applications, tradenames and license agreements which are Trademarks, as applicable, under Section 1 above or under this Section 4.

5. **Agent Not Liable.** The Administrative Agent does not by virtue of this Agreement assume any obligations whatsoever in respect of the Trademark Collateral including, without limitations any obligation to renew registrations of or defend the validity, enforceability or distinctiveness of the Trademark Collateral.

[Signature Pages Follow]

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

ATLANTIC AVIATION CORPORATION

By:   
Name: Louis T. Pepper  
Title: President

[Signature Pages Continue]

[Trademark Security Agreement]

TRADEMARK  
REEL: 002231 FRAME: 0144

Agreed and Accepted as of the  
25<sup>th</sup> day of December, 2000.

FIRST UNION NATIONAL BANK,  
as Administrative Agent

By: Chris Hetterly

Name: Chris Hetterly

Title: Director

[Acknowledgment Follows]

[Trademark Security Agreement]

ACKNOWLEDGMENT

STATE OF Pennsylvania  
COUNTY OF Philadelphia

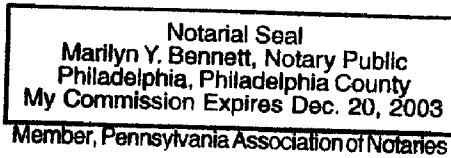
I, Marilyn Y. Bennett, a Notary Public for said County and State, do hereby certify that Louis T. Pepper personally appeared before me this day and stated that (s)he is President of ATLANTIC AVIATION CORPORATION and acknowledged, on behalf of ATLANTIC AVIATION CORPORATION, the due execution of the foregoing instrument.

Witness my hand and official seal, this 20<sup>th</sup> day of December, 2000

Marilyn Y. Bennett  
Notary Public

My commission expires:

12-20-2003



Schedule 1  
to Trademark  
Security Agreement

**Registrations**

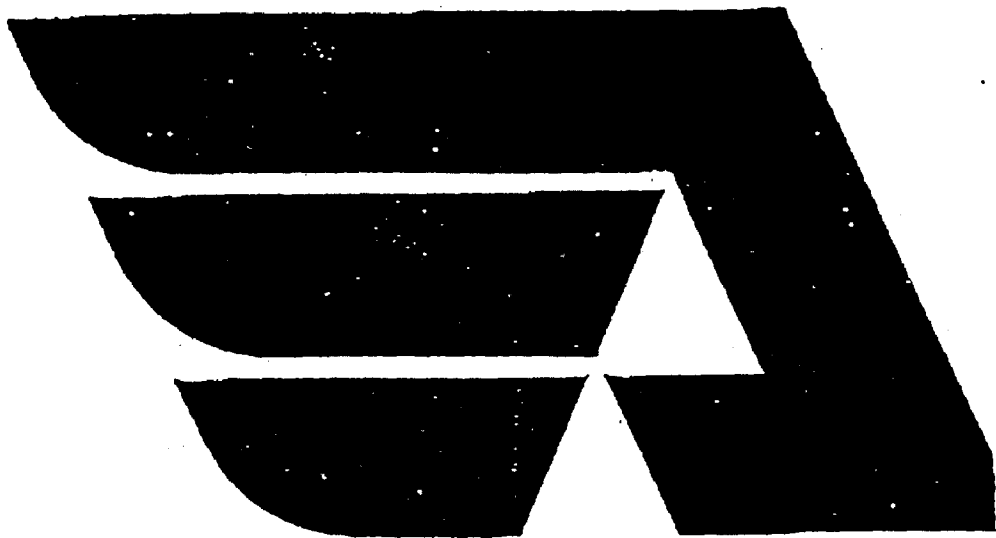
Name	Status	Registration No.	Classes	Registration Date
A	Registered	1,253,197	37, 39, 42	October 4, 1983

**Common Law Marks**

Please see the attached.







TRADEMARK  
REEL: 002231 FRAME: 0149

Schedule 2  
to Trademark  
Security Agreement

Trademark Licenses: MAI licenses the service mark "Million Air" from RR Investments, Inc. pursuant to a License Agreement dated June 26, 1997.

- (a) RR Investments, Inc. (Licensor)  
4300 Westgrove  
Dallas, TX 75248
- (b) Million Air is used as part of the franchise name "Million Air" and "Million Air Interlink" and is used for fixed base operations at airports.

[Trademark Security Agreement]