

02-26-2001



101620021

FEB 13 2001

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

2 / 13 / 01

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
01 31 2001

Name InAir, Inc.

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization DE

Receiving Party

Mark if additional names of receiving parties attached

Name Missouri State Bank and Trust Company

DBA/AKATA

Composed of

Address (line 1) 3701 South Lindbergh Boulevard

Address (line 2)

Address (line 3) St. Louis

MO

63127

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other Trust Company

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

- Citizenship/State of Incorporation/Organization MO

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 002239 FRAME: 0959

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

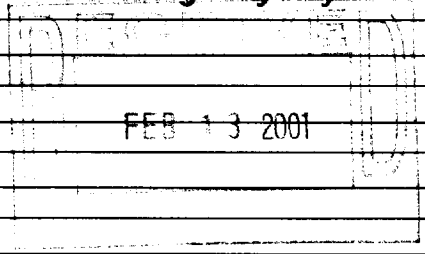
Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)



**Correspondent Name and Address**

Area Code and Telephone Number

314-863-0800

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

2

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1783301"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

1

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Yes

No

Authorization to charge additional fees:

**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. Charges to deposit account are authorized, as indicated herein.

Jeffrey L. Michelman

Name of Person Signing

Signature

February 8, 2001

Date Signed

\*and to confirm, reaffirm and ratify the previous grant of security interests by INAIR, INC., to the Bank and perfection of same in the collateral described below

## SUPPLEMENTAL SECURITY AND PLEDGE AGREEMENT

1. **THE SECURITY.** In consideration of any financial accommodation given, to be given or continued to

INAIR, INC., a Delaware

Corporation

(the "Debtor") by MISSOURI STATE BANK AND TRUST COMPANY

INAIR, INC. Corporation Corporation

(the "Bank")

(the "Grantor" and if there is more than one Grantor, then this Agreement is made by, and is enforceable against, each such Grantor jointly and severally) ~~has assigned and granted previously and~~ hereby assigns and grants to Bank a security interest in the following and in any items described in any schedule attached hereto, whether now owned or hereafter acquired and wherever located, which schedule(s) is incorporated herein by this reference, and all cash and non-cash proceeds (including insurance proceeds), substitutes, replacements, accretions, accessions and products of such items, and any and all cash and other property in the possession of the Bank (the "Collateral"):

TRADEMARK #1,783,301 FOR THE MARK: INAIR

COPYRIGHT #TXu 912-642 FOR: INAIR FLIGHT OPERATIONS, MAINTENANCE &

ENGINEERING AND MARKETPLACE SOLUTIONS (VERSION 5.5)

If Debtor and Grantor are the same person, then the terms "Grantor" and "Debtor" shall be used interchangeably.

2. **THE INDEBTEDNESS.** The Collateral secures and will secure: (A) the payment of all indebtedness, and the performance of all obligations, of the Debtor or Grantor to the Bank of any kind or nature, direct or indirect, now or hereafter existing; (B) advances which may be made by Bank to Debtor or Grantor for the protection of Bank's interest in the Collateral; (C) performance by Grantor of all of the agreements as hereinafter set forth; and (D) any extension, renewal or modification of said obligation; (all of the foregoing are called the "Liabilities").

3. **GRANTOR'S COVENANTS.** Grantor covenants and warrants that unless compliance is waived by Bank in writing: (A) Grantor will properly maintain and care for the Collateral, and defend same against any adverse claims and demands; (B) If the Collateral is capable of being insured, Grantor will maintain or cause to be maintained (and will provide Bank with evidence thereof) such insurance against loss or damage to the Collateral issued by insurance companies acceptable to the Bank, in amounts not less than the balance of the Liabilities, and naming the Bank as loss payee. Such insurance shall not be subject to reduction or cancellation without at least thirty (30) days advance written notice to the Bank; (C) Grantor has good and full title to the Collateral. No lien now exists against any of the Collateral except to Bank. Grantor will keep the Collateral free from all liens, claims, security interest and encumbrances of any kind or nature except the security interest of Bank. The Collateral is not subject to any "sale or return" or consignment sale arrangements; (D) Grantor will not sell, lease, mortgage, contract for sale or otherwise dispose of any of the Collateral, or remove any Collateral from the county in which Grantor's principal place of business is located without the prior written consent of the Bank, unless the Collateral consists of inventory intended for resale, in which event Grantor will only sell the Collateral in the ordinary course of Grantor's business; (E) Grantor will promptly notify Bank in writing of any event which materially affects the value of the Collateral, the ability of Grantor or Bank to dispose of the Collateral, or the rights and remedies of Bank in relation thereto, including, but not limited to, the imposition of any lien or levy against the Collateral; (F) If any Collateral becomes the subject to any negotiable document of title; including any warehouse receipt or bill of lading, Grantor will immediately deliver such document to Bank; and (G) Grantor will notify Bank in writing prior to any change in Grantor's principal place of business or of any change of Grantor's name, identity or structure.

4. **ADDITIONAL REQUIREMENTS.** Grantor agrees that Bank may at any time and at its option, whether or not Grantor is in default: (A) Require Grantor periodically to deliver to Bank records and schedules which show the status and condition of the Collateral, where it is located and such contracts or other matters which affect the Collateral; (B) Inspect the Collateral and the books and records of Grantor and make copies thereof or extracts therefrom; (C) Require Grantor to deliver to Bank any proceeds of the sale of the Collateral; (D) Notify any person, including any purchaser of the Collateral, of the Bank's interest in the Collateral and the proceeds thereof; (E) Demand and collect any proceeds arising from the sale of the Collateral, and endorse or sign Grantor's name on all checks, drafts or other documents in connection therewith; (F) Require Grantor to obtain from any owner, encumbrancer or other person having an interest in the property where any Collateral is located such person's consent to Bank's removal of the Collateral therefrom without liability on the part of Bank to such person; (G) Prohibit Grantor from attaching any Collateral to any land in a manner which might cause such Collateral to become a part thereof, and require Grantor to obtain the written consent of any owner, encumbrancer or other person having an interest in the property where any Collateral is located to Bank's removal of the Collateral therefrom without liability on the part of Bank to such person; (H) Require Grantor to deliver to the Bank all records relating to the Collateral, including records of accounts receivable arising from the sale of the Collateral; and (I) The Bank may collect any amounts or property owed to Grantor and pledged to the Bank hereunder directly from the person who owes such amounts or property to Grantor or direct that such payments be made to a lockbox under the control of the Bank.

5. **DEFAULTS.** The term "Default" as used herein, shall mean any default under the Liabilities or under this or any other instrument securing the Liabilities (including any default resulting from reference to this or any other agreement).

6. **REMEDIES.** Upon the occurrence of a default hereunder, the Bank may do any of the following: (A) Declare any Liabilities to be immediately due and payable; (B) Exercise any rights granted to a secured creditor under the Missouri Uniform Commercial Code or other laws; (C) Require Grantor to assemble the Collateral at a location designated by Bank, at the cost of Grantor; (D) Enter onto the premises of Grantor and take possession of the Collateral or secure the Collateral on the premises; (E) Take such measure as Bank may deem necessary or advisable to preserve and protect the Collateral; and (F) Endorse checks and other instruments representing Collateral including, without limitation, any pledged accounts receivable. Grantor hereby irrevocably constitutes and appoints Bank as Grantor's attorney-in-fact to do all acts and things in connection exercising the remedies granted to Bank hereunder, including executing documents in the name of Grantor or the name of Bank. All rights and remedies herein provided are cumulative and not exclusive of any rights or remedies otherwise provided by law. Any single or partial exercise of any right or remedy shall not preclude the further exercise thereof or the exercise of any other right or remedy. The rights of the Bank hereunder shall not be impaired by any of the following acts or omissions, whether occurring with or without the Grantor's notice or knowledge.

TRADEMARK

REEL: 002239 FRAME: 0961

(i) Any extension, modification or renewal of, or indulgence with respect to, or substitutions for, the Liabilities or any part thereof or any agreement relating thereto, including, without limitation, modification of the rate of interest or period of amortization of the Liabilities, or change the time of payment or the amount of the installments payable thereunder; (ii) any delay, waiver or omission to enforce any right, power or remedy hereunder; (iii) with or without consideration, any addition to or substitution for or any release, surrender, compromise, settlement, waiver, subordination, failure to perfect, or modification of any collateral securing the Liabilities, any guaranties of the Liabilities; (iv) the unenforceability or invalidity of the Liabilities or of any agreement relating to or securing the Liabilities; (v) the application of payments received from any source to the payment of debts owed to the Bank by the Debtor or Grantor other than to the Liabilities, even though the Bank might lawfully have elected to apply such payments to the Liabilities; (vi) the application of any payment received by the Bank to any of the Liabilities that is or must be rescinded or returned by the Bank for any reason whatsoever; (vii) the Bank's election of the application of the United States Bankruptcy Code; or (viii) the failure, neglect, or omission on the part of the Bank to enforce any remedies available to it. In the event of any action by Bank to enforce its rights hereunder, Grantor agrees to pay immediately all costs and expenses thereof, together with reasonable attorney's fees.

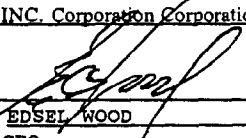
7. **SPECIAL PROVISIONS FOR SECURITIES, NOTES AND INSTRUMENTS.** The following provisions shall apply to any collateral that consists of securities, notes, bonds, or instruments in addition to the other provisions herein. Grantor shall immediately deliver to Bank the original instruments representing the Collateral (and shall promptly deliver to Bank instruments representing stock splits, stock dividends or distributions in kind relating to the Collateral) endorsed in blank on such instrument or by separate document. Bank may, at its discretion and without the necessity of notice to Grantor, transfer such Collateral to the name of Bank or Bank's nominee. If any of the Collateral declines in value, or if Bank determines in its sole discretion that the Collateral is insufficient to adequately secure the Indebtedness, the Grantor shall immediately upon demand from Bank grant to Bank a valid first security interest in other property satisfactory to Bank. If any of the Collateral is an instrument that matures before the termination of this Agreement, all amounts payable on such instrument may be collected by Bank and deposited in an interest bearing account until the liabilities are paid in full, which account shall be deemed Collateral hereunder. Unless revoked by the Bank, Grantor shall retain, and be entitled to exercise, any voting rights attributable to the Collateral. Grantor hereby irrevocably appoints the President of Bank, with full power of substitution as Grantor's attorney to sell, convey, transfer, endorse and otherwise control or deal with the Collateral and collect, hold and reinvest any dividends, interest, principal or other proceeds of the Collateral. Bank shall not be required to sell, exchange or take any other actions with respect to the Collateral to preserve the value thereof.

8. **SPECIAL POWERS OF BANK.** Grantor hereby authorizes the Bank to do any of the following as the agent and attorney-in-fact of the Grantor, which actions may be taken in the name of the Bank or the Grantor: (i) to demand, sue for and collect any or all of the Collateral and any proceeds thereof, and to sign or endorse any checks or other instruments; and (ii) to file, prosecute and settle any claims relating to the Collateral.

9. **MISCELLANEOUS.** Any waiver, express or implied, of any provisions hereunder and any delay or failure by Bank to enforce any provision shall not preclude Bank from enforcing any such provision thereafter. Grantor shall, at the request of Bank, execute such other agreements, documents or instruments in connection with this Agreement as Bank may reasonably deem necessary. All notes, security agreements, subordination agreements and other documents executed by Grantor or furnished to Bank in connection with this Agreement must be in form and substance satisfactory to Bank. This Agreement shall be governed by and construed according to the laws of the State of Missouri, and Grantor submits to the jurisdiction of the courts of Missouri. All terms not defined herein are used as set forth in the Uniform Commercial Code of the State of Missouri. Whenever any notice is required to be given to Assignor with respect to the sale of any Collateral, five (5) days notice thereof shall be deemed to be reasonable and sufficient. All notices to Borrower shall be effective when mailed, postage prepaid, to the address of Grantor shown below. A carbon copy, photocopy or other reproduction of this Security Agreement shall be deemed to be sufficient as a financing statement and may be filed or recorded as a valid and binding financing statement without further approval, execution or validation of Borrower. This Agreement shall inure to the benefit of, and shall be binding upon, the successors, heirs, assigns and representatives of the parties hereto.

THIS SECURITY AGREEMENT is made and dated as of January 31, 2001.

INAIR, INC. Corporation Corporation

By:   
Name: EDSEL WOOD  
Title: CEO

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

18221 EDISON AVENUE  
CHESTERFIELD , MO 63005

(Copyright 1992; Rev. 6/98, SECURPLG)