



102378734

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To the Honorable Commissioner of

to record the attached original documents or copy thereof.

1. Name of conveying party(ies): 3.3.03  
USA Jet Airlines, Inc.  
2068 E Street  
Belleville, Michigan 48111

- Individual(s)
  - General Partnership
  - Corporation-State: Delaware
  - Other \_\_\_\_\_
- Association
  - Limited Partnership
- Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyances:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: December 20, 2002

2. Name and address of receiving party(ies):  
Name: GMAC Business Credit, LLC

Internal Address: \_\_\_\_\_  
Street Address: 7 Faneuil Hall Marketplace, 4<sup>th</sup> Floor  
City: Boston State: MA ZIP: 02109

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other LLC Delaware

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

4. Application Number(s) or registration number(s):  
A. Trademark Application.(s)  
SEE ATTACHED SCHEDULE A

B. Trademark registration No.(s)  
SEE ATTACHED SCHEDULE A

Additional numbers attached?  Yes  No

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

Name: Federal Research Corporation  
Internal Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Street Address: Federal Research Company, LLC  
1030 15th Street, NW, Suite 920  
Washington, DC 20005  
City: ~~Washington~~ State: DC ZIP: ~~20004~~

6. Total number of applications and registrations involved: ..... 5

7. Total fee (37 CFR 3.41): ..... \$ 140.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_  
(Attach duplicate copy of this page if paying by deposit account)

03/04/2003 6TON11 00000044 1998391

DO NOT USE THIS SPACE

01 FC:8521 40.00 DP  
02 FC:8522 100.00 DP

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*

Nicole Talbot Quinn  
Name of Person Signing

Nicole Talbot Quinn  
Signature

February 24, 2003  
Date

Total number of pages including coversheet, attachments and document: 6

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated December \_\_, 2002, by and between USA JET AIRLINES, INC. and GMAC BUSINESS CREIDT, LLC, as Agent.

<u>MARK</u>	<u>REGISTRATION OR FILING DATE</u>	<u>REGISTRATION NO. OR APPLICATION NO.</u>
USA JET AIRLINES	September 3, 1996	1998391
ACTIVE AERO CHARTER	September 3, 1996	1998392
CHARTERTRACK	November 28, 2000	2409088
DESIGN ONLY	September 8, 1998	2188514
CHARTERNET	December 2, 1997	2188514

**TRADEMARK ASSIGNMENT OF SECURITY**

WHEREAS, USA JET AIRLINES, INC., a corporation formed under the laws of Delaware, located at 2068 E Street, Belleville, Michigan 48111 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to GMAC Business Credit, LLC ("GMACBC") and various other financial institutions (collectively, "Lenders") and GMACBC as agent for Lenders ("Agent") pursuant to (i) a certain Loan and Security Agreement, dated the date hereof, among Agent, Lenders and Borrower and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

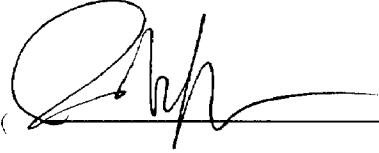
WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: December 20, 2002

Witness:

  
\_\_\_\_\_

USA JET AIRLINES, INC.

By:   
\_\_\_\_\_

Name: Brian Hermelin  
Its: President

Witness:

GMAC BUSINESS CREDIT, LLC, as Agent

By: \_\_\_\_\_

Name:  
Its:

**TRADEMARK ASSIGNMENT OF SECURITY**

WHEREAS, USA JET AIRLINES, INC., a corporation formed under the laws of Delaware, located at 2068 E Street, Belleville, Michigan 48111 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to GMAC Business Credit, LLC ("GMACBC") and various other financial institutions (collectively, "Lenders") and GMACBC as agent for Lenders ("Agent") pursuant to (i) a certain Loan and Security Agreement, dated the date hereof, among Agent, Lenders and Borrower and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

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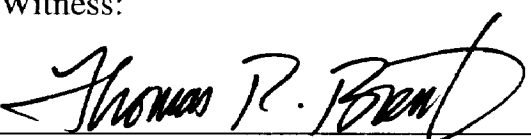
Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: \_\_\_\_\_,  
December 20, 2002

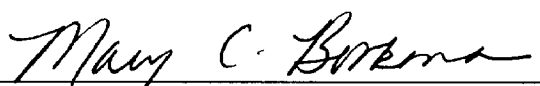
Witness:  
\_\_\_\_\_

USA JET AIRLINES, INC.

By: \_\_\_\_\_  
Name:  
Its:

Witness:  
  
\_\_\_\_\_

GMAC BUSINESS CREDIT, LLC, as Agent

By:   
Name: MARY C. BOOKMAN  
Its: Director

STATE OF MICHIGAN     )  
  : ss.:  
COUNTY OF WAYNE     )

On this 18<sup>th</sup> day of December, 2002, before me personally came Brian Hermelin, to me known, who, being by me duly sworn, did depose and say that s/he is the President of USA JET AIRLINES, INC., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

Marilyn T. Kalo  
Notary Public

**MARILYN THERESA KALO  
NOTARY PUBLIC WAYNE CO., MI  
MY COMMISSION EXPIRES Jun 18, 2007**

STATE OF \_\_\_\_\_ )  
  : ss.:  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_ day of December, 2002, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that s/he is the \_\_\_\_\_ of GMAC BUSINESS CREDIT, LLC, the company described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto on behalf of said company.

\_\_\_\_\_  
Notary Public

STATE OF MICHIGAN )  
 : ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of December, 2002, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that s/he is the \_\_\_\_\_ of USA JET AIRLINES, INC., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS )  
 : ss.:  
COUNTY OF COOK )

On this 28 day of January, 2003, before me personally came MARY BOULMAN, to me known, who, being by me duly sworn, did depose and say that s/he is the DIRECTOR of GMAC BUSINESS CREDIT, LLC, the company described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto on behalf of said company.

Thomas R. Brent  
Notary Public

