03-07-2003

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102383882

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

MIDWEST AIR TECHNOLOGIES, INC.

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [X] Corporation-State
- [ ] Other

Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No

2. Name and address of receiving party(ies)

Name: BANK ONE, NA, as Agent

Internal Address: DEBORAH L. ARMSTRONG

Street Address: 21 North Randall Street

City: Elk Grove Village State: IL Zip: 60007

- [ ] Individual(s) citizenship
- [X] 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 [X] No

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [X] Security Agreement
- [ ] Change of Name
- [ ] Other

Execution Date: February 24, 2003

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

A. Trademark Application No.(s) See attached Schedule A.

B. Trademark Registration No.(s) See attached Schedule A.

Additional number(s) attached [X] Yes [ ] No

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

Name: BANK ONE, NA

Internal Address: DEBORAH L. ARMSTRONG

Street Address: 21 North Randall Street

City: Elk Grove Village State: IL Zip: 60007

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41).....$ 215.00

- [X] Enclosed
- [ ] Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

03/06/2003 DBYRNE 00000050 669505
01 FC:8521 40.00 OP
02 FC:8522 175.00 OP

Michael J. Wolff
Name of Person Signing

Signature

2/24/03
Date

Total number of pages including cover sheet, attachments, and document: 2

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

Registered Owner	Registration No.	Mark
Midwest Air Technologies, Inc.	669,505	TRIPLE PACK
Midwest Air Technologies, Inc.	778,681	YARD GARD
Midwest Air Technologies, Inc.	1,207,850	G&B and Design
Midwest Air Technologies, Inc.	2,060,103	G&B WEEKEND GARDNER
Midwest Air Technologies, Inc.	2,277,635	MAT and Design

Trademark Applications:

Applicant	Serial No.	Mark
Midwest Air Technologies, Inc.	78/198,567	SECUR-A-POST
Midwest Air Technologies, Inc.	78/215/183	G & B and Design

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, MIDWEST AIR TECHNOLOGIES, INC., an Illinois corporation ("Grantor"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor has entered into a Credit Agreement dated as of February 24, 2003 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "Credit Agreement"), with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "Lenders"), and **BANK ONE, NA**, as Agent for the Lenders (in such capacity, "Secured Party"), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, pursuant to the terms of a Pledge and Security Agreement dated as of February 24, 2003 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Grantor and Secured Party, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including the trademarks specifically identified in Schedule A) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including the registrations and applications specifically identified in Schedule A) (the "Trademark Registrations"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the "Trademark Rights"), and all goodwill of

such Grantor's business symbolized by the Trademarks and associated therewith (the "Associated Goodwill"); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 24th day of February, 2003.

MIDWEST AIR TECHNOLOGIES, INC.,
an Illinois corporation

By: _____
Name: STEVE WANG
Title: PRESIDENT

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

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