

TRADEMARKS COLLATERAL ASSIGNMENT

This Trademarks Collateral Assignment ("Assignment") made as of the 18th day of November, 2003 is entered into between the undersigned **AMERIJET CENTRAL AMERICA, LLC**, a Florida limited liability company with its principal place of business at 2800 South Andrews Avenue, Fort Lauderdale, Florida 33316 ("Assignor") and **CAPITAL TEMPFUNDS, INC.**, a North Carolina corporation with an office at One Brixham Green, 15800 John J. Delaney Drive, Suite 300, Charlotte, NC 28277-2843 ("Assignee").

WHEREAS, Assignor and Assignee have entered into a certain Continuing Guaranty and Waiver and Amended and Restated Loan and Security Agreement of even date (hereinafter collectively referred to as the ("Security Agreements")); and

WHEREAS, Assignor is the record owner of the trademarks and trademark applications listed on Schedule A annexed hereto (the "Trademarks"), which Trademarks are registered or are in the process of being registered in the United States Patent and Trademark Office; and

WHEREAS, Assignor hereby grants Assignee a security interest in the Trademarks on the terms set forth herein.

NOW, THEREFORE, for and in consideration of the terms and conditions set forth in the Security Agreements and set forth herein, the parties agree as follows:

1. To secure the complete and timely satisfaction of all of the obligations of Assignor to Assignee under the Security Agreements (the "Obligations"), Assignor hereby collaterally assigns to Assignee, its successors and assigns, as additional security for the repayment of the Obligations, its entire right, title and interest in and to the Trademarks, including, without limitation, the good will of the business to which each of the Trademarks relates, all proceeds of the Trademarks (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

2. Assignor covenants and warrants that:

a. To its actual knowledge, the Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

b. To Assignor's actual knowledge, each of the Trademarks is valid and enforceable;

c. To Assignor's actual knowledge, Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, registered user agreements, licenses, shop rights and covenants by Assignor not to sue third persons;

d. To Assignor's actual knowledge, Assignor has the unqualified right to enter into this Assignment and perform its terms;

e. Other than as disclosed to Assignee, Assignee has received no written claim that the use of any of the Trademarks does or may violate the rights of any third person;

f. Assignor has used and will use commercially reasonable efforts to continue to use for the duration of this Assignment proper statutory notice in connection with its use of the Trademarks; and

g. Assignor has used and will use commercially reasonable efforts to continue to use for the duration of this Assignment consistent standards of quality in the providing of services under the Trademarks.

3. Assignor hereby grants to Assignee and its employees and agents the right to visit Assignor's facilities which provide any services under any of the Trademarks, and to inspect the quality control records relating thereto at reasonable times during regular business hours. Assignor shall do any and all acts reasonably required by Assignee to ensure Assignor's compliance with Paragraph 2.G. above.

4. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any new trademarks, the provisions of Paragraph 1 hereof shall automatically apply thereto and Assignor shall give to Assignee prompt notice thereof in writing.

5. Assignor authorizes Assignee to modify this Assignment by amending Schedule A to include any trademarks, which are Trademarks under Paragraphs 1 or 4 hereof.

6. This Assignment will continue in effect until the Obligations have been paid in full. Within ten calendar days after the Obligations have been paid in full, Assignee shall use its best efforts to execute and deliver to Assignor a termination of this Assignment and a release of Assignee's interests in the Trademarks. At any time or from time to time after the Obligations have been finally paid, upon Assignor's written request, Assignee shall execute and deliver to Assignor such further documents and do such other acts and things as Assignor may reasonably request in order further to effect the termination of this Assignment and the release by Assignee of Assignee's interests in the Trademarks, including, without limitation, the filing or recording of a termination of this Assignment or any schedule, amendment or supplement hereto, or the termination of a financing

or continuation statement with respect hereto in accordance with the laws of any applicable jurisdictions.

7. If demand has been made or an event of default shall have occurred and be continuing, Assignee shall have, in addition to all other rights and remedies given it by this Assignment, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located and, without limiting the generality of the foregoing, the Assignee may immediately, without demand of performance and without notice whatsoever to Assignor, all of which are hereby expressly waived, sell at public or private sale or otherwise realize upon, in North Carolina or elsewhere, the whole or from time to time any part of the Trademarks, or any interest which Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations immediately shall be paid over to Assignor. Notice of any sale or other disposition of the Trademarks shall be given to Assignor at least ten (10) business days before the time of any intended public or private sale or other disposition of the Trademarks, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Assignee or any holder of any note may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

8. Assignor assumes all responsibility and liability arising from the use of the Trademarks and Assignor hereby indemnifies, defends and holds Assignee harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of (i) any alleged defect in any product manufactured, services provided, promoted or sold by Assignor bearing any of the Trademarks, or (ii) the manufacture, provision of services, promotion, labeling, sale or advertisement of any such product by Assignor.

9. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Assignee in connection with (i) the preparation of this Assignment and all other documents relating hereto and to the consummation of this transaction, (ii) the filing or recording of any documents (including all taxes in connection therewith) in public offices, (iii) the payment or discharge of any taxes, counsel fees, maintenance fees or encumbrances, (iv) defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, or (v) otherwise protecting, maintaining or preserving the Trademarks, shall be borne and paid by Assignor on demand by Assignee and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the applicable rate prescribed in the Security Agreements.

10. Assignor shall have the duty, through legal counsel reasonably acceptable to Assignee, to prosecute in Assignor's name diligently any trademark applications for the Trademarks

pending as of the date of this Assignment or thereafter until the Obligations shall have been paid in full, to make application in Assignor's name on registrable but unregistered Trademarks, to file and prosecute in Assignor's name opposition and cancellation proceedings, and to do all acts necessary or desirable to preserve and maintain all rights in the Trademarks and any trademark applications that Assignor, in exercise of its reasonable business judgment determines have value or are necessary in Assignor's business. Any expenses incurred in connection with such an applications shall be borne by Assignor.

11. Upon the failure or inability of Assignor to take actions required under Paragraph 10 above, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name (but on behalf of Assignor) to enforce or protect the Trademarks and any license thereunder, in which event Assignor shall at the request of Assignee do any and all lawful and commercially reasonable acts and execute any and all proper documents reasonably required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all reasonable costs and expenses incurred by Assignee in the reasonable exercise of its rights hereunder.

12. In the event of the occurrence of event of default under the Security Agreements, Assignor hereby authorizes and empowers Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Assignee to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or necessary for Assignee to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the life of this Assignment. Notwithstanding the foregoing, Assignor alone shall have the foregoing rights prior to the occurrence of an event of default under the Security Agreements during every period of time in which no uncured event of default exists.

13. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee or Assignor, any right, power or privilege hereunder or under the Security Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. All of Assignee's rights and remedies with respect to the Trademarks, whether established hereby or by the Security Agreements, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

15. The provisions of this Assignment are severable, and if any clause or provision hereof shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or

unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction or any other clause or provision of this Assignment in any jurisdiction.

16. This Assignment is subject to modification only in writing signed by both the parties, except as provided in Paragraph 5 hereof.

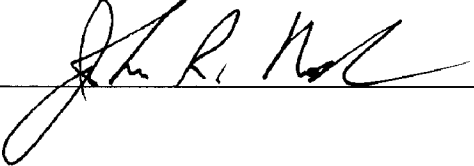
17. The benefits and burdens of this Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. The validity and interpretation of this Assignment and the rights and obligations of the parties shall be governed by the laws of the State of North Carolina.

19. This Assignment is made in order to grant Assignee a security interest in the property set forth on Schedule A annexed hereto, and upon satisfaction of the Obligations secured hereby, this Assignment shall be void and of no further effect.

WITNESS the execution hereof under seal as of the day and year first above written.

WITNESS:



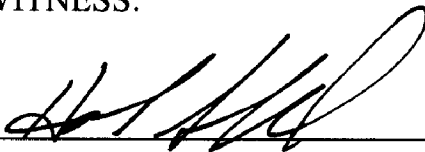
Assignor:

AMERIJET CENTRAL AMERICA, LLC,
a Florida limited liability company

By 

DAVID G. BASSETT
Name and Title **MANAGER**

WITNESS:



Assignee:

CAPITAL TEMPFUNDS, INC.,
a North Carolina corporation

By 

TERRY G. MASON AUP
Name and Title

STATE OF Florida)
) SS:
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 18th day of November, 2003 by Dana Bassett as Manager of **AMERIJET CENTRAL AMERICA, LLC**, a Florida limited liability company, on behalf of the limited liability company. He [] is personally known to me or [] has produced _____, as identification.

Lourdes Avila

Notary Public,
Print Name: Lourdes Avila
Commission Number: 223297

My Commission Expires:
September 5, 2006

[NOTARIAL SEAL]

STATE OF
COUNTY OF



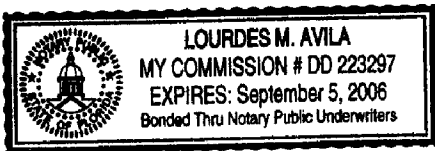
The foregoing instrument was acknowledged before me this 18 day of November, 2003 by Dana Bassett a Manager Vice President of **CAPITAL TEMPFUNDS, INC**, a North Carolina corporation, on behalf of the corporation. He [] is personally known to me or [] has produced FDL-M1500-807-48-, as identification.

334-0
Lourdes Avila

Notary Public, State of Florida
Print Name: Lourdes Avila
Commission Number: 223297

My Commission Expires: Sept. 5, 2006

[NOTARIAL SEAL]



SCHEDULE A
TO
TRADEMARKS COLLATERAL ASSIGNMENT

List of Trademarks

MARKS

ANTILLAS AIR

REGISTRATIONS

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
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Federal Registrations

ANTILLAS AIR	1,729,911	11/03/1992
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State Registrations

ANTILLAS AIR	(Florida) T15440	01/16/1992
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APPLICATIONS

<u>MARK</u>	<u>APPLICATION NUMBER</u>
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Amerijet Central America	78/315,639
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