

01-13-2004

SUBSTITUTE FORM PTO 1594  
1-31-92

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patent

102643629

hed original documents or copy thereof.

1. Name of conveying party(ies):

Marquis Jet Partners, Inc.

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

Additional name(s) of conveying party(ies) attached  Yes  No

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

NetJets, Inc.  
581 Main Street  
Woodbridge, NJ 07095

- Individual(s) citizenship: \_\_\_\_\_
- Association: \_\_\_\_\_
- General Partnership: \_\_\_\_\_
- Limited Partnership: \_\_\_\_\_
- Corporation: Delaware
- Other: National Banking Association

If assignee is not domiciled in the United States, a domestic representative designation is attached  Yes  No  
(Designation must be a separate document from Assignment)

Additional name(s) & addresses attached?  Yes  No

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other: \_\_\_\_\_
- Merger
- Change of Name

Execution Date: December 24, 2003

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

- A. Trademark Application No.(s):  
76/439,135 – MARQUIS MARQUIS JET PARTNERS and Design  
78/152,039 – MARQUIS JET PARTNERS  
78/152,046 – MARQUIS PRIVATE JET CARD  
78/152,049 – MARQUIS  
78/152,056 – PRIVATE JET CARD

B. Trademark Reg. No.(s):

Additional numbers attached  Yes  No

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

Cheryl L. Slipski, Esq.  
Drinker Biddle & Reath LLP  
One Logan Square  
18<sup>th</sup> & Cherry Streets  
Philadelphia, PA 19103-6996

Attorney Docket No. 187981

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:

DO NOT USE THIS SPACE

9. 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.

Cheryl L. Slipski

Name of Person Signing

Signature

December 30, 2003

Date

Total number of pages including cover sheet, attachments and document: 3

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

01/13/2004 ECOMPER 00000003 76439135

Commissioner of Patents and Trademarks

Box Assignments

Washington, D.C. 20231

01 FC:8521  
02 FC:8522

40.00 OP  
100.00 OP

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TRADEMARK  
REEL: 002894 FRAME: 0788

GRANT OF SECURITY INTEREST

WHEREAS, MARQUIS JET PARTNERS, INC., a Delaware corporation (herein referred to as "Debtor"), owns all right, title and interest in and to the trademarks and trademark applications listed on the annexed Schedule A (the "Trademarks");

WHEREAS, pursuant to a Security Agreement dated as of December 24, 2003 (the "Security Agreement"), Debtor has granted to NETJETS, INC. (the "Secured Party") a security interest in all right, title and interest of Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all past, present and future causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby grant to Secured Party, and hereby reaffirms its prior grant to Security Party pursuant to the Security Agreement of, a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations, as defined in the Security Agreement.

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

IN WITNESS WHEREOF, Debtor has caused this Grant of Security Interest to be duly executed by its officer thereunto duly authorized as of the 24<sup>th</sup> day of December 2003.

By: MARQUIS JET PARTNERS, INC.

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

Name: Henry Schachar

Title: Chief Operating Officer

Exhibit A

**TRADEMARKS AND TRADEMARK APPLICATIONS**

<b>Grantor</b>	<b>Mark or Application</b>	<b>Registration Number or Serial Number</b>	<b>Date of Registration or Application</b>
Marquis Jet Partners, Inc.	PRIVATE JET CARD	78-152,056	Aug. 7, 2002
Marquis Jet Partners, Inc.	MARQUIS	78-152,049	Aug. 7, 2002
Marquis Jet Partners, Inc.	MARQUIS PRIVATE JET CARD	78-152,046	Aug. 7, 2002
Marquis Jet Partners, Inc.	MARQUIS JET PARTNERS	78-152,039	Aug. 7, 2002
Marquis Jet Partners, Inc.	MARQUIS MARQUIS JET PARTNERS and design	76-439,135	Aug. 9, 2002
Marquis Jet Partners, Inc.	MARQUIS	1145431 (Canada)	June 28, 2002
Marquis Jet Partners, Inc.	MARQUIS PRIVATE JET CARD	1145430 (Canada)	June 28, 2002
Marquis Jet Partners, Inc.	MARQUIS PRIVATE JET CARD	2762953 (European Community)	June 28, 2002
Marquis Jet Partners, Inc.	MARQUIS	2763498 (European Community)	June 28, 2002
Marquis Jet Partners, Inc.	MARQUIS	2002 5841 (Switzerland)	July 3, 2002