

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings: → → → ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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.

<p>1. Name of conveying party(ies): National City Bank</p> <p><input type="checkbox"/> Individual(s) <input checked="" type="checkbox"/> Association <input type="checkbox"/> Corporation <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: Priority Air Express, LLC</p> <p>Internal Address: 111 Henderson Drive, Folcroft East Business Park</p> <p>Street Address: City: Sharon Hill State: PA Zip: 19079</p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____</p> <p><input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation – Delaware <input type="checkbox"/> Other:</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
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<p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other - Release</p> <p>Execution Date: August 20, 2004</p>	
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<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s) 1563819</p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Daniel Angel, Esq. Internal Address: Schulte Roth & Zabel LLP</p> <p>Street Address: 919 Third Avenue</p> <p>City: New York State: N.Y. Zip: 10022</p>	<p>6. Total number of applications and registrations involved: <input type="checkbox"/></p> <p>7. Total fee (37 CFR 3.41)..... \$ 40.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: 500675 – Schulte Roth & Zabel LLP</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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DO NOT USE THIS SPACE

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.

Daniel Angel, Esq.  **September 10, 2004**

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **5**

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

CH \$40.00 500675 1563819

RELEASE OF SECURITY INTEREST**(Trademarks)**

This **RELEASE OF SECURITY INTEREST (Trademarks)** (the "**Release**") is made and effective as of August **20**, 2004 and is granted by **NATIONAL CITY BANK**, a national banking association having offices at One South Broad Street, Philadelphia, PA 19107, as administrative agent for certain lenders ("**Releasor**"), in favor of **PRIORITY AIR EXPRESS, LLC**, a Delaware limited liability company ("**Releasee**").

WHEREAS, pursuant to that certain Credit Agreement dated as of September 15, 2000 (the "**Credit Agreement**") by and among Releasee; Releasor, as administrative agent; and the lenders described therein (the "**Lenders**"), Lenders agreed to make loans and other financial accommodations to Releasee;

WHEREAS, pursuant to the Credit Agreement, Releasee executed that certain Notice of Intellectual Property Security Agreement, dated as of September 15, 2000 (as amended, restated, supplemented or as otherwise modified or replaced from time to time, the "**IP Security Agreement**") in favor of Releasor, pursuant to which Releasee granted to Releasor a lien upon and security interest in, among other things, Releasee's right, title and interest in and to the following property of Releasee, whether then owned or thereafter acquired to secure the payment and performance of the Obligations (as defined in the Credit Agreement) (collectively, the "**Trademark Collateral**"):

- (a) all trademarks, trademark registrations and trade names and all trademark applications that have been filed based upon use or based upon intent to use, provided that a statement of use or amendment to allege use has been filed as of the date of any Event of Default, including, without limitation, each trademark and trademark application listed on Schedule A hereto, and (i) all renewals thereof; (ii) all income, royalties, damages and payments then or thereafter due or payable with respect thereto, including without limitation, damages and payments for past or future infringements or dilution thereof or injury to the associated goodwill; (iii) the right to sue for past, present and future infringements or dilution thereof or injury to the associated goodwill; and (iv) all rights corresponding thereto throughout the world;
- (b) the goodwill of the Releasee's business connected with and symbolized by each trademark comprised in the Trademark Collateral; and
- (c) all proceeds and products of the foregoing;

WHEREAS, the IP Security Agreement was recorded at the United States Patent and Trademark Office at Reel 2157/Frame 0164 on October 3, 2000;

WHEREAS, Releasee has paid all of its outstanding indebtedness to Releasor;

WHEREAS, Releasee has requested that Releasor release and discharge fully its security interest in and to the Trademark Collateral conveyed to Releasor pursuant to the

Security Agreement, the IP Security Agreement and/or any other agreement (the "Security Interest"); and

WHEREAS, Releasor is willing to release and discharge fully the Security Interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor, on behalf of itself, its successors, legal representatives and assigns, hereby releases and discharges fully the Security Interest in and to the Trademark Collateral, and all other right, title and interest in and to the Trademark Collateral conveyed to Releasor (if any) pursuant to the Security Agreement, the IP Security Agreement and/or any other agreement, and Releasor hereby reassigns any and all such right, title and interest that it may have in the Trademark Collateral (if any) to Releasee. Releasor further agrees to execute and deliver to Releasee any and all further documents or instruments and do any and all further acts which Releasee (or Releasee's agents or designees) reasonably request in order to confirm this Release and Releasee's right, title and interest in and to the Trademark Collateral.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Releaseor has caused this Release to be duly executed by its officer thereunto duly authorized, as of the date first written above.

NATIONAL CITY BANK, as administrative agent

By: Kimberly M. Stephens

Name: KIMBERLY M. STEPHENS
VICE PRESIDENT

Title: _____

SCHEDULE A**Trademark Registrations**

Mark	Registration Number	Status
PRIORITY AIR EXPRESS and design	1,563,819	Issued - October 31, 1989

Common Law Trademarks

Common Law Trademarks (including, without limitation, "www.priorityairexpress.com" and "www.paxnet.com")

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