

06-21-2005



Form PTO-1594 (Rev. 06/04)
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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

REGISTRATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

RECORD NO OF 7/22/04

1. Name of conveying party(ies)/Execution Date(s):
Citicorp USA, Inc., as Agent

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Citizenship (see guidelines) Delaware
 Execution Date(s) April 8, 2004
 Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)
Additional names, addresses, or citizenship attached? Yes No

Name: Aviation Sales Operating Company,
~~now known as Aviation Sales~~
 Internal Distribution Company
 Address: _____
 Street Address: 623 Radar Road
 City: Greensboro
 State: North Carolina
 Country: USA Zip: 27410-6221

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Delaware
 Other _____ Citizenship _____

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)

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Release and Reassignment

4. Application number(s) or registration number(s) and identification or description of the Trademark.
 A. Trademark Application No.(s)
SEE ATTACHED SCHEDULE

B. Trademark Registration No.(s)
SEE ATTACHED SCHEDULE

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
SEE ATTACHED SCHEDULE 115E

5. Name & address of party to whom correspondence concerning document should be mailed:
 Name: Sarah Sealy
 Internal Address: Carruthers & Roth, P.A.
 Street Address: 235 N. Edgeworth Street
 City: Greensboro
 State: North Carolina Zip: 27401
 Phone Number: 336-478-1123
 Fax Number: 336-273-7885
 Email Address: sms@crlaw.com

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
 a. Credit Card Last 4 Numbers _____
 Expiration Date _____
 b. Deposit Account Number _____
 Authorized User Name _____

9. Signature: *Sarah Sealy* 7/22/04
Date

Sarah Sealy, Paralegal
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

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01 FC:8521
02 FC:8522

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Schedule A

to

Release and Reassignment

dated as of April 8, 2004Trademarks and Service Marks

None.

Trademark and Service Mark Applications

Name	Serial Number	Filing Date
Aviation Sales Company	74/616193	12/28/94
Aviation Sales Company and design	74/615966	12/28/94

Trademark License Agreements

None, except:

Agreement by and between American Software, Inc., and AJT Capital Partners d/b/a Aerospace International Services ("AJT"), concerning the licensing and use of computer software systems. All of AJT's right, title and interest in and under such agreement has been assigned to ASC Acquisition Partners, L.P., effective as of December 2, 1994.

Software License Agreement by and between Lanier Worldwide, Inc. and Ryder Airline Services/Aviation Sales ("Aviation Sales"), concerning the licensing and use of computer software systems. All of Aviation Sales' right, title and interest in and under such agreement has been assigned to ASC Acquisition Partners, L.P., effective as of December 2, 1994.

*RELEASE AND REASSIGNMENT
OF
TRADEMARKS, TRADEMARK AND SERVICE MARK APPLICATIONS
and TRADEMARK LICENSE AGREEMENTS
AS SECURITY*

WHEREAS, Aviation Sales Operating Company, now known as Aviation Sales Distribution Company, a Delaware corporation (the "Company"), owns the trademarks and trademark and service mark applications (collectively, the "Marks") described in the attached Schedule A for which there are recordings in the United States Patent and Trademark Office under the numbers set forth in the attached Schedule A and the trademark license agreements also described in the attached Schedule A; and

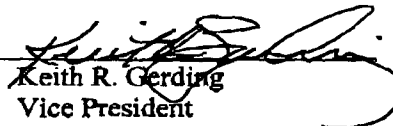
WHEREAS, pursuant to that certain Trademark Security Agreement dated as of December 2, 1994 and Reaffirmation Agreement and Amendment dated as of June 26, 1996 (collectively, the "Agreement") the Company granted a security interest in, among other things, trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the Marks and trademark license agreements to secure the payment and performance by the Company of certain of its obligations; and

WHEREAS, the Agreement was recorded in the Assignment Branch, United States Patent and Trademark Office on July 15, 1996 located on Reel 1482, Frame 168.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Agent does hereby terminate its security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, and does reassign and reconvey to the Company, trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the Marks and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of the Company's business connected with and symbolized by the Marks, (e) all of the Company's rights corresponding thereto throughout the world and (f) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether the Company is a licensee or licensor under any such license agreement, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all inventory owned by the Company and covered by such licenses.

Dated: April 8, 2004

CITICORP USA, INC., as Agent

By 
Keith R. Gerding
Vice President

Schedule A

to

Release and Reassignment

dated as of April 8, 2004Trademarks and Service Marks

None.

Trademark and Service Mark Applications

Name	Serial Number	Filing Date
Aviation Sales Company	74/616193	12/28/94
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Software License Agreement by and between Lanier Worldwide, Inc. and Ryder Airline Services/Aviation Sales ("Aviation Sales"), concerning the licensing and use of computer software systems. All of Aviation Sales' right, title and interest in and under such agreement has been assigned to ASC Acquisition Partners, L.P., effective as of December 2, 1994.