

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Song, LLC		09/26/2005	Limited Liability: NEW YORK
<b>RECEIVING PARTY DATA</b>			
Name:	General Electric Capital Corporation		
Street Address:	1100 Abernathy Road, Suite 900		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
Property Type	Number	Word Mark	
Registration Number:	2811872	SONG	
Registration Number:	2836485		
Serial Number:	78710516	FLYBY SPIRITS BY RANDE GERBER AND SONG	
Serial Number:	78680816	LYRIC SONG	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	allison.cohn@weil.com		
Correspondent Name:	Weil, Gotshal & Manges c/o Allison Cohn		
Address Line 1:	767 5th Avenue		
Address Line 4:	New York, NEW YORK 10153		
NAME OF SUBMITTER:	Allison Cohn		
Signature:	/Allison Cohn/		
Date:	09/28/2005		

**CH \$115.00 2811872**

Total Attachments: 5

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 26, 2005, by SONG, LLC, a New York limited liability company, as a debtor and debtor in possession under chapter 11 of title 11 of the Bankruptcy Code ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Administrative Agent for Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to that certain Secured Super-Priority Debtor in Possession Credit Agreement, dated as of September 16, 2005, by and among Grantor and the other Credit Parties signatory thereto, Administrative Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Administrative Agent, for itself and the ratable benefit of Secured Parties, the Credit Agreement;

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants Administrative Agent, on behalf of the Secured Parties, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including but not limited to those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, on behalf of the Secured Parties, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SONG, LLC

By: [Signature]  
Name: Kenneth W. Morge  
Title: Assistant Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGMENT OF GRANTOR

STATE OF Georgia )  
                                  )     ss.  
COUNTY OF Fulton )

On this 26 day of September, 2005 before me personally appeared Kenneth W. Morge, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Song, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Board of Managers and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Constance J. Schultz  
Notary Public

Notary Public, Fayette County, GA.  
My Commission Expires February 13, 2007

{seal}

(NONATURAL PAGE TO SONG, LLC TRADEMARK SECURITY AGREEMENT)



**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

Mark Name	Owner	Registration No	Registration Date
SONG	SONG, LLC	2811872	2/3/2004
SONG FLOURISH	SONG, LLC	2836485	4/27/2004

TRADEMARK APPLICATIONS

Mark Name	Owner	Application No	Application Date
FLYBY DESIGN	SONG, LLC	78710516	9/10/2005
SONG LYRIC DESIGN	SONG, LLC	78680816	7/28/2005
SONG TRAVEL PACKAGES	SONG, LLC	78458206	7/28/2004
SONG VACATIONS	SONG, LLC	78344290	12/22/2003

TRADEMARK LICENSES

Licensor	Licensee	Effective Date	Termination Date
Song LLC	Flight Station, Inc.	08/01/2003	07/31/2006