

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mercury Air Centers, Inc.		05/08/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	National City Bank		
Street Address:	1900 East 9th Street		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National banking association:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78562944	CORPORATE WINGS	
CORRESPONDENCE DATA			
Fax Number:	(216)241-0816		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2166228672		
Email:	tconnors@calfee.com		
Correspondent Name:	Timothy J. Connors		
Address Line 1:	800 Superior Avenue		
Address Line 2:	1400 McDonald Investment Center		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	31319.04000		
NAME OF SUBMITTER:	Timothy J. Connors		
Signature:	/TJC/		
Date:	05/19/2006		

CH \$40.00 78562944

Total Attachments: 6

source=dxh7243#page1.tif

source=dxh7243#page2.tif

source=dxh7243#page3.tif

source=dxh7243#page4.tif

source=dxh7243#page5.tif

source=dxh7243#page6.tif

COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN
TRADEMARKS AND TRADEMARK APPLICATIONS

THIS COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS AND TRADEMARK APPLICATIONS (this "Agreement") is made as of May 8, 2006, by MERCURY AIR CENTERS, INC., a Delaware corporation (the "Grantor") in favor of NATIONAL CITY BANK, a national banking association, having an office at 1900 East 9th Street, Cleveland, Ohio 44114 ("NCB"), as Collateral Agent.

RECITALS

A. The Grantor is the owner of certain Trademark Collateral (as defined below).

B. The Grantor, as borrower, has entered into that certain Credit Agreement dated as of May 8, 2006 (as from time to time amended, modified or supplemented, the "Credit Agreement"), among the Grantor, certain lending institutions which are signatories thereto (the "Lenders"), and NCB, as Administrative Agent. Pursuant to the Credit Agreement, upon the satisfaction of certain terms and conditions contained therein, the Lenders will make certain advances and other financial accommodations available to the Grantor.

C. The Grantor has also entered into that certain Security Agreement, dated as of May 8, 2006 (as from time to time amended, modified or supplemented, the "Security Agreement"), among the Grantor and certain of its corporate subsidiaries, and NCB, as collateral agent (the "Collateral Agent"), whereby the Grantor has granted to the Collateral Agent, for the benefit of itself, the Administrative Agent and the Lenders (the "Secured Parties"), a security interest in all of its right, title and interest in and to all of its personal property and assets as security for the Obligations.

D. The Grantor has agreed to deliver to the Collateral Agent this Agreement to more fully secure and perfect the Collateral Agent's security interest.

E. Capitalized terms used herein but not otherwise defined have the meanings attributed to them in the Credit Agreement. Terms not otherwise defined herein or in the Credit Agreement but defined in the Article 9 of the Ohio Uniform Commercial Code (the "UCC") are used herein as defined therein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the Grantor hereby:

1. Grants to the Collateral Agent for the benefit of the Secured Parties, as security for the Obligations, a security interest in and to the following (except to the extent forbidden by, and, in any case subject to any restrictions on assignment, pledge or the granting of liens thereon), whether now owned, or, hereafter acquired by the Grantor, and whether now or hereafter existing (the "Trademark Collateral"): all trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark

registrations, including, without limitation, all renewals of trademark and service mark registrations, all rights corresponding thereto throughout the world, the right to recover for all past, present and future infringements thereof, all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark and service mark, in each case, including, without limitation, those items listed in Exhibit A hereto.

2. Authorizes and requests the Commissioner of Patents and Trademarks Office of the United States of America and the empowered officials of all other governments to note in the record the existence of the security interest granted hereunder with respect to each of the Trademarks listed in Exhibit A and, subject to any restrictions on assignment and the granting of liens thereon, to all Trademarks acquired by the Grantor after the date hereof.

3. Agrees that, should the Grantor obtain an ownership interest in any new Trademark Collateral, including any new trademark registration or application, which is not now scheduled on Exhibit A as a part of the Trademark Collateral, any such trademark registration or application, will automatically become part of the Trademark Collateral. The Grantor further agrees that it shall deliver to the Collateral Agent a written report, in reasonable detail, upon the Collateral Agent's request from time to time, setting forth each new trademark application or registration that the Grantor has filed, acquired, created or otherwise obtained since the Closing Date. The Grantor authorizes the Collateral Agent to modify this Agreement by amending Exhibit A hereto (and shall cooperate with the Collateral Agent in effecting any such amendment) to include any new trademark registration or application which becomes part of the Trademark Collateral.

4. Authorizes the Collateral Agent to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Trademark Collateral without the signature of the Grantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Trademark Collateral or any part thereof will be sufficient as a financing statement where permitted by law.

5. The Grantor agrees that from time to time, at the expense of the Grantor, the Grantor shall promptly execute and deliver all further instruments and documents, and take all further action, that the Collateral Agent reasonably believes may be necessary or desirable, in order to perfect and protect any pledge or security interest granted or purported to be granted hereby or to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral.

[Signatures Follow on Next Page]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be signed by its authorized officer and duly attested the day and year first above written.

MERCURY AIR CENTERS, INC.



Name: Michael A. Rossi
Title: Treasurer

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF OHIO

)
)
)

SS:

COUNTY OF CUYAHOGA

On this, the 1st day of May, 2006, before me personally came Michael A. Rossi, to me known, who, being duly sworn, did depose and state that [he/~~she~~] is the Treasurer of Mercury Air Centers, Inc., the company described in and which executed the above instrument; and that [he/~~she~~] signed [his/~~her~~] name thereto by order of the Board of Directors of said company.

Debra A. Perelman
Notary Public

[SEAL]

My commission expires:

~~DEBRA A. PERELMAN, Attorney~~
~~Notary Public - State of Ohio~~
~~My Commission Has No Expiration Date~~
~~Section 147.03 R.C.~~

EXHIBIT A

TRADEMARKS

<u>Mark</u>	<u>Owner</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Country</u>
-------------	--------------	-----------------	------------------	----------------

None

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Owner</u>	<u>Reg. No.</u>	<u>File Date</u>	<u>Country</u>
-------------	--------------	-----------------	------------------	----------------

"Corporate Wings"	Mercury Air Centers, Inc.	78562944	2/8/2005	USA
-------------------	---------------------------	----------	----------	-----