

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Release and Termination of Security Interest in Trademarks | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Comerica Bank | | 07/14/2006 | CORPORATION: |
| SimCom Inc, f/k/a Pan Am International Flight Academy, Inc. | | 07/14/2006 | CORPORATION: |
| RECEIVING PARTY DATA | | | |
| Name: | American Capital Financial Services, Inc. | | |
| Street Address: | 2 Bethesda Metro Center, 14th Floor | | |
| City: | Bethesda | | |
| State/Country: | MARYLAND | | |
| Postal Code: | 20814 | | |
| Entity Type: | CORPORATION: | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1837107 | PAN AM INTERNATIONAL FLIGHT ACADEMY | |
| Registration Number: | 2307373 | PAN AM INTERNATIONAL FLIGHT ACADEMY | |
| Serial Number: | 78906970 | PAN AM INTERNATIONAL FLIGHT ACADEMY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)310-8007 | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | |
| Email: | robert.kuster@weil.com, phyllis.depaola@weil.com | | |
| Correspondent Name: | Weil, Gotshal & Manges c/o Robert Kuster | | |
| Address Line 1: | 767 5th Avenue | | |
| Address Line 4: | New York, NEW YORK 10153 | | |
| ATTORNEY DOCKET NUMBER: | 14082.0223 | | |
| NAME OF SUBMITTER: | Robert Kuster | | |

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 REEL: 003349 FRAME: 0451

Signature:

/Robert Kuster/

Date:

07/17/2006

Total Attachments: 4

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**RELEASE AND TERMINATION OF SECURITY INTEREST
IN TRADEMARKS**

This Release and Termination of Security Interest in Trademarks ("Release") is made and entered into this 14 day of July, 2006 by and between SimCom Inc., f/k/a Pan Am International Flight Academy, Inc., a corporation organized under the laws of the State of Delaware ("Borrower") and Comerica Bank, a Michigan corporation, in its capacity as administrative agent for the Banks ("Agent") under that certain Third Amended and Restated Credit Agreement dated as of November 23, 2004. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such terms in the Trademark Security Agreement (as defined below).

WITNESSETH:

WHEREAS, the Agent has recorded a security interest in Borrower's trademarks, including the trademarks set forth on Schedule A hereto, pursuant to that certain Trademark Security Agreement dated November 23, 2004 by and among the Debtors (including Borrower) and Agent (the "Trademark Security Agreement"); and

WHEREAS, such security interest was recorded in the Trademark Division of the United States Patent and Trademark Office, on December 9, 2004 at Reel 2987, Frame 0571; and

WHEREAS, Agent has agreed to release the security interest granted under the Trademark Security Agreement in connection with the Trademarks set forth on Schedule A hereto ("Trademarks"); and

WHEREAS, Borrower wishes to record the release of the security interest in the Trademarks.

NOW THEREFORE, in consideration of the foregoing, the parties to this Release intending to be legally bound, agree as follows.

1. The Agent hereby irrevocably releases, relinquishes, terminates and discharges in its entirety the security interest that it has against any and all right, title and interest that it has acquired in and to the Trademarks, any reissues, continuations or extensions of the Trademarks, any goodwill of the business connected with the use of, and symbolized by, the Trademarks, and all products and proceeds of the forgoing, including without limitation, any claim by the Borrower against third parties for past, present or future infringement or dilution or any trademark or injury to the goodwill associated with any Trademark or any licensed Trademark.

2. The Agent hereby agrees to take any actions and to execute any further documents necessary or reasonably requested by the Borrower at the Borrower's sole cost and expense to effectuate or evidence such release.

3. The parties hereto authorize and request the Commissioner of Patents and Trademarks to record this Release with the United States Patent and Trademark Office in connection with the Trademarks.

4. This Release shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflict of law principles thereof.

5. This Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

6. All rights hereunder shall accrue to, and all obligations hereunder shall be binding upon, the heirs, representatives, successors, assigns and transferees of the parties hereto.

7. This Release may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

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IN WITNESS WHEREOF, the undersigned have entered into this Release
as of the date first above written, intending to be legally bound.

SIMCOM INC.

By: 

Name: WALTER W. DAVIS

Title: PRESIDENT

COMERICA BANK

By: 

Name: ROBERT P. WILSON

Title: DIRECTOR

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

| Serial Number | Filing Date | Registration Number | Registration Date | Trademark |
|----------------------|--------------------|----------------------------|--------------------------|--|
| 74377905 | 04/12/1993 | 1837107 | 05/17/1994 | PAN AM INTERNATIONAL FLIGHT ACADEMY |
| 75576305 | 10/27/1998 | 2307373 | 01/11/2000 | PAN AM INTERNATIONAL FLIGHT ACADEMY |
| 78906970 | 06/13/2006 | | | PAN AM INTERNATIONAL FLIGHT ACADEMY |