

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Gemini Air Cargo, Inc.		08/01/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bayside Gemini Recovery Holdings, LLC		
<b>Street Address:</b>	1001 Brickell Bay Drive		
<b>Internal Address:</b>	26th Floor		
<b>City:</b>	Miami		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33131		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2220173	GEMINI AIR CARGO	
Registration Number:	2192175	GEMINI AIR CARGO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)456-8435		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-456-8427		
<b>Email:</b>	chitmdocket@gtlaw.com		
<b>Correspondent Name:</b>	Herbert H. Finn		
<b>Address Line 1:</b>	77 West Wacker Drive		
<b>Address Line 2:</b>	Suite 2500		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>NAME OF SUBMITTER:</b>	Herbert H. Finn		
<b>Signature:</b>	/Herbert H. Finn/		

**CH \$65.00 2220173**

Date:

08/15/2006

**Total Attachments: 8**

source=GEMINI Assgmt#page1.tif

source=GEMINI Assgmt#page2.tif

source=GEMINI Assgmt#page3.tif

source=GEMINI Assgmt#page4.tif

source=GEMINI Assgmt#page5.tif

source=GEMINI Assgmt#page6.tif

source=GEMINI Assgmt#page7.tif

source=GEMINI Assgmt#page8.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made and entered into as of August 1, 2006, by and among Gemini Air Cargo, Inc., a Delaware corporation (the "Grantor"), and Bayside Gemini Recovery Holdings, LLC, as Agent (the "Grantee").

### W I T N E S S E T H

WHEREAS, pursuant to that certain Third Amended and Restated Credit and Security Agreement, dated of even date herewith, by and among Gemini Cargo Logistics, Inc., a Florida corporation ("Logistics"), the Grantor, Gemini Leasing, Inc., a Delaware corporation ("Leasing"), Gemini Leasing Holdings, Inc., a Delaware corporation ("Holdings" and together with Logistics, the Grantor and Leasing, the "Borrowers"), the lenders from time to time party thereto (each, a "Lender" and collectively, the "Lenders"), the Grantee and certain other parties (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement"), the Lenders have agreed, subject to the satisfaction of certain conditions precedent, to make Term Loans (as defined in the Credit Agreement) and other financial accommodations available to the Borrowers;

WHEREAS, pursuant to the terms of the Credit Agreement, the Grantor has agreed to grant to Grantee (for the benefit of the Secured Parties) a security interest in all of the intellectual property of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by such Trademarks, and all products and proceeds thereof, to secure the Obligations (as defined in the Credit Agreement);

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

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Credit Agreement. Capitalized terms not otherwise defined herein or in the Credit Agreement shall have the meanings ascribed to them in Article 9 of the Delaware Uniform Commercial Code (the "UCC").

2. Grant of Security Interests. To secure the payment and performance of the Obligations under the Credit Agreement, the Grantor hereby grants to the Grantee (for the benefit of the Secured Parties) a security interest in and to the following (except to the extent forbidden by or 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"): (i) all of the Grantor's domestic and foreign trademarks, service marks, trade names, trade dress or other indicia of trade origin, whether registered or unregistered, domestic and foreign trademark and service mark registrations and applications for trademark or service mark registrations and any extension, modification or renewal thereof ("Trademarks"),

including, without limitation, the trademarks and trademark applications listed on Exhibit A attached hereto; (ii) all goodwill connected with the use of and symbolized by each Trademark of the Grantor; (iii) the right to sue or otherwise recover for any and all past, present and future infringement, misappropriation or improper, unlawful or unfair use of any of the foregoing, and all damages and payments therefor; and (iv) the rights of the Grantor under all commitments, understandings, instruments, leases, pledges, mortgages, indentures, notes, licenses, agreements, purchase or sale orders, contracts, promises and similar arrangements evidencing or creating any obligation, whether written or oral, related to any of the foregoing, including any royalties and income.

3. Authorization and Request. The Grantor hereby authorizes and requests the Commissioner of Patents and Trademarks 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 on Exhibit A attached hereto and, subject to any restrictions on assignment and the granting of liens thereon, to all Trademarks acquired by the Grantor after the date hereof.

4. Representations and Warranties of the Grantor. The Grantor hereby represents and warrants as follows:

(a) A complete and accurate list of all of the Grantor's Trademark registrations and applications in existence as of the date hereof is set forth on Exhibit A attached hereto.

(b) The Grantor owns all Trademarks identified as owned by it and has the legal and valid right to use and to grant security interests with respect to all of its Trademarks, including Trademarks owned by any third party.

(c) All of the Grantor's Trademarks are free from any Lien (other than Permitted Liens) and free of any restrictions which could reasonably be expected to have a Material Adverse Effect on the operation of the business of the Grantor as presently conducted.

(d) The Grantor has not, as of the date hereof, granted any license, release, covenant not to sue or non-assertion assurance to any Person with respect to any of the Grantor's Trademarks.

(e) To the best of its knowledge after due inquiry, all of the registered Trademarks among the Grantor's Trademarks are currently in compliance in all material respects with formal legal requirements (including payment of filing, examination and maintenance fees) and are valid and enforceable.

(f) No material Trademark of the Grantor has been or is now involved in any interference, reissue, reexamination, opposition or cancellation proceeding, and none of the Trademarks of the Grantor is infringed or has been challenged or threatened in any way.

(g) The Grantor has taken all reasonably necessary steps to (i) use consistent standards of quality in the distribution and sale of all products sold and the provision of all services provided under or in connection with any material Trademark Collateral of the Grantor and (ii) ensure that all licensed users of any such Trademark Collateral adhere to such consistent standards of quality.

(h) No consent of any Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other Person is required (i) for the grant by the Grantor of the security interest granted hereby, for the pledge by the Grantor of the Trademark Collateral pursuant hereto, or for the execution, delivery or performance of this Agreement by the Grantor, (ii) for the perfection or maintenance of the pledge and security interest created hereby, except for the (A) filing of financing and continuation statements under the UCC and (B) filing and recording of this Agreement in the United States Patent and Trademark Office against each United States trademark registration and application among the Trademarks or (iii) for the exercise by the Agent of its rights provided for in this Agreement or the remedies in respect of the Trademark Collateral pursuant to this Agreement other than the filing of assignments in the United States Patent and Trademark Office against each United States trademark registration and application.

5. Covenants of the Grantor. The Grantor hereby covenants as follows:

(a) 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 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 Agent to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral.

(b) The Grantor hereby authorizes the 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. The Grantor further agrees that 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.

(c) The Grantor will furnish to the Agent from time to time statements and schedules in reasonable detail further identifying and describing the Trademark Collateral of the Grantor and such other reports in connection with the Trademark Collateral of the Grantor as the Agent may reasonably request.

(d) The Grantor agrees that, should it 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 Agent a written report, in reasonable detail, upon

the Agent's request, setting forth each new trademark application or registration that the Grantor has filed, acquired, created or otherwise obtained since the previous report. The Grantor authorizes the Agent to modify this Agreement by amending Exhibit A attached hereto (and shall cooperate with the Agent in effecting any such amendment) to include any trademark registration or application which becomes part of the Trademark Collateral.

(e) With respect to each material trademark application or registration of the Grantor set forth on Exhibit A attached hereto, the Grantor agrees to take all necessary or desirable steps based upon the Grantor's reasonable business judgment, including, without limitation, in the United States Patent and Trademark Office or in any court, to (i) maintain each such trademark registration and (ii) pursue each such trademark application, now or hereafter included in the Trademark Collateral to the extent it has material value or is material to the conduct of the Grantor's business as then conducted, including, the filing of responses to office actions issued by the United States Patent and Trademark Office, the filing of divisional, continuation, continuation in part and substitute applications, the filing of applications for reissue, renewal or extensions, the payment of maintenance fees and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings. The Grantor agrees to take corresponding steps with respect to each new or acquired Trademark to which it now or later becomes entitled. The Grantor further agrees that any and all expenses incurred in connection with such activities will be borne by the Grantor. The Grantor shall not discontinue use of or otherwise abandon any trademark registration or application now or hereafter included in the Grantor's Trademark Collateral, except in the exercise of the Grantor's reasonable business judgment.

(f) The Grantor shall take all steps which it deems appropriate under the circumstances to preserve and protect all material Trademark Collateral of the Grantor, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with such material Trademark Collateral, consistent with the quality of the products and services as of the date hereof, and taking all steps reasonably necessary to ensure that all licensed users of any such material Trademark Collateral use such consistent standards of quality.

(g) The Grantor agrees to notify the Agent promptly and in writing if it learns (i) that any material Trademark Collateral of the Grantor has been determined to have become abandoned or dedicated to the public, (ii) of the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any material Trademark of the Grantor or (iii) of any adverse determination with respect to the validity or enforceability of any material Trademark of the Grantor.

(h) In the event that the Grantor makes a determination in its reasonable business judgment that any material Trademark of the Grantor has been infringed or misappropriated by a third party, the Grantor shall promptly notify the Agent and will take such actions as the Grantor deems appropriate under the circumstances to protect such Trademark, including, suing for infringement or misappropriation and for an injunction against such

infringement or misappropriation. Any expense in connection with such activities will be borne by the Grantor.

(i) The Grantor shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of or grant any option with respect to any Trademark Collateral of the Grantor, except to an affiliate with prompt written notice thereof to the Agent or as otherwise permitted by the Credit Agreement, or (ii) create or suffer to exist any lien upon or with respect to any Trademark Collateral of the Grantor, except for the pledge and security interest created by this Agreement or otherwise permitted by the Credit Agreement.

6. Execution in Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement.

7. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Grantor, the Grantee and their respective successors and assigns, except that the Grantor shall not have the right to assign its rights thereunder or any interest therein without the Grantee's prior written consent.

8. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

9. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

10. Governing Law; Jurisdiction, Venue. This Agreement shall be governed by and construed in accordance with the substantive laws (other than conflict laws) of the State of Delaware. The parties hereto hereby (i) consent to the personal jurisdiction of the state and federal courts located in the State of Delaware in connection with any controversy related to this Agreement; (ii) waive any argument that venue in any such forum is not convenient; (iii) agree that any litigation initiated by the Grantor or the Grantee in connection with this Agreement may be venued in either the state or federal courts located in the City of Wilmington; and (iv) agree that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has duly executed this Agreement as of the date first written above.

**GEMINI AIR CARGO, INC.**

By: Donald P. Cresto  
Name: Donald P. Cresto  
Its: VP, General Counsel and Secretary

Agreed and Accepted  
as of the date first written above:

**BAYSIDE GEMINI RECOVERY HOLDINGS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



IN WITNESS WHEREOF, the Grantor has duly executed this Agreement as of the date first written above.

**GEMINI AIR CARGO, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Agreed and Accepted  
as of the date first written above:

**BAYSIDE GEMINI RECOVERY HOLDINGS, LLC**

By: \_\_\_\_\_  
Name: John Caple  
Its: Vice President

**SCHEDULE A**

**Registered Trademarks and Pending Trademark Applications**

**REGISTERED TRADEMARKS**

<u>Mark</u>	<u>Owner</u>	<u>Reg. No.//Date</u>	<u>Ser. No.</u>	<u>Country</u>
<b>GEMINI AIR CARGO &amp; Design (Logo)</b>	Gemini Air Cargo, Inc. 44965 Aviation Drive, Dulles, Virginia 20166.	2,220,173 1/26/1999	75/328,024	USA
<b>GEMINI AIR CARGO</b>	Gemini Air Cargo, Inc. 44965 Aviation Drive, Dulles, Virginia 20166.	2,192,175 9/29/1998	75/328,023	USA