

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	First Amendment to Trademark Security Agreement (Second Lien)

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Camp Systems International, Inc.	FORMERLY Camp Acquisition Company	01/03/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Merrill Lynch Capital, a Division of Merrill Lynch Business Financial Services Inc.
<b>Street Address:</b>	222 N. LaSalle Street
<b>Internal Address:</b>	16th Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60601
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2609000	AIRCRAFT SHOPPER ONLINE
Registration Number:	2517102	ASO
Registration Number:	2542704	ASO
Registration Number:	2515006	THE AIRCRAFT MARKET IN REAL TIME
Registration Number:	2603945	I.ASO
Registration Number:	2517101	I.ASO

**CORRESPONDENCE DATA**

Fax Number: (202)585-8080  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 202-585-8264  
 Email: sfreedman@nixonpeabody.com  
 Correspondent Name: Susan M. Freedman, Esq.  
 Address Line 1: Nixon Peabody LLP

CH \$165.00 2609000

Address Line 2: 401 9th Street, N.W., Suite 300  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	031538-13
NAME OF SUBMITTER:	Susan M. Freedman
Signature:	/susan m. freedman/
Date:	01/11/2007

**Total Attachments: 5**  
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Notwithstanding anything herein to the contrary, the Liens and security interests granted to Grantee pursuant to or in connection with this Agreement and the exercise of any right or remedy by Grantee hereunder are subject to the provisions of the Intercreditor Agreement among First Lien Collateral Agent, Grantee and certain Credit Parties. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

**FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (the "Amendment") made as of this 3<sup>rd</sup> day of January, 2007 by CAMP SYSTEMS INTERNATIONAL, INC. (f/k/a CAMP ACQUISITION COMPANY), a Delaware corporation ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Collateral Agent for the Lenders party to the Second Lien Credit Agreement (defined below) ("Grantee");

**WITNESSETH**

WHEREAS, Grantor and Grantee are parties to a certain Second Lien Credit Agreement of February 3, 2005 (as the same may be amended or otherwise modified from time to time, the "Second Lien Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Second Lien Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Second Lien Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders and Agents, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Domain Names and Software (each as defined in the Second Lien Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Second Lien Credit Agreement;

WHEREAS, Grantor and Grantee are parties to a certain Trademark Security Agreement, dated as of February 3, 2005 (as amended by this Amendment, the "Trademark Security Agreement");

WHEREAS, Grantor is, on the date hereof, consummating a transaction pursuant to which it is acquiring substantially all of the assets of ASO Aviation Services, Inc., a California corporation ("Seller"), pursuant to that certain Asset Purchase Agreement, dated as of December 8, 2006 (the "Acquisition Agreement"), by and between Grantor and Seller; and

WHEREAS, one of the conditions precedent to the consent of the Lenders to the consummation of the transactions under the Acquisition Agreement is the entering into of this Amendment.



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

1. Schedule A to the Trademark Security Agreement is hereby amended by adding thereto the following:

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration or Serial No.</u>	<u>Registration or Filing Date</u>
AIRCRAFT SHOPPER ONLINE	2609000	August 20, 2002
ASO	2517102	December 11, 2001
ASO logo	2542704	February 26, 2002
THE AIRCRAFT MARKET IN REAL TIME	2515006	December 4, 2001
LASO logo	2603945	August 6, 2002
LASO	2517101	December 11, 2001

DOMAIN NAMES

www.aso.com  
www.aircraftshopperonline.com  
www.aircraftshopperonline.aero  
www.asoaviationservices.aero  
www.asoaviationservices.com  
www.asodealerdirect.com  
www.asodesigns.com  
www.AviationSalesOnline.com  
www.aircraftauctions.com  
www.aircraft-finance.com  
www.aircraftsalesonline.com  
www.airplanes-for-sale.org  
www.aviationservicesonline.com  
www.avinsure.com  
www.avloan.com  
www.beechdealers.com  
www.cessnadealers.com  
www.piperdealers.com  
www.jetaircraftforsale.com  
www.jetaircraftdealers.com  
www.jetsales.aero

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www.LogbooksOnline.com  
www.solid.com

2. The provisions of the Trademark Security Agreement not amended hereby shall remain in full force and effect. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one instrument.

3. THIS AMENDMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

*[rest of page intentionally left blank; signature pages follow]*

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A handwritten signature in black ink, appearing to be the initials 'KA' enclosed within a circular scribble.

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

CAMP SYSTEMS INTERNATIONAL, INC.

By: Ken Gray  
Name: Ken Gray  
Title: CEO

Agreed and Accepted  
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of  
Merrill Lynch Business Financial Services Inc.,  
as Collateral Agent

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



*[Signature page to the First Amendment to Trademark Security Agreement (Second Lien)]*

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

**CAMP SYSTEMS INTERNATIONAL, INC.**

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

Agreed and Accepted  
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of  
Merrill Lynch Business Financial Services Inc.,  
as Collateral Agent

By: Michele Rötter  
Name: Michele Rötter  
Title: Vice President

*[Signature page to the First Amendment to Trademark Security Agreement (Second Lien)]*