

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Amendment to Trademark Security Agreement (First 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

Name:	Merrill Lynch Capital, a Division of Merrill Lynch Business Financial Services Inc.
Street Address:	222 N. LaSalle Street
Internal Address:	16th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	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 900
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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FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (the "Amendment") made as of this 3rd 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 First Lien Credit Agreement (defined below) ("Grantee"):

WITNESSETH

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

WHEREAS, pursuant to the terms of a certain First 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 "First 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 First 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 First 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
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.

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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.

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A handwritten signature in black ink, appearing to be the initials 'JG' or similar, located in the bottom right corner of the page.

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


CAMP SYSTEMS INTERNATIONAL, INC.

By: Ken Grung
Name: Ken Grung
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 (First 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: Michelle Roller
Name: Michelle Roller
Title: Vice President

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