

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
Avioserv San Diego, Inc.		03/28/2007	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	222 South Riverside Plaza		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Banking corporation: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2666562	AVIOSERV	
CORRESPONDENCE DATA			
Fax Number:	(312)258-5700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-258-5724		
Email:	cbollinger@schiffhardin.com		
Correspondent Name:	Chris L. Bollinger		
Address Line 1:	P.O. Box 06079		
Address Line 2:	Schiff Hardin LLP		
Address Line 4:	Chicago, ILLINOIS 60606-0079		
ATTORNEY DOCKET NUMBER:	27662-0029		
NAME OF SUBMITTER:	Chris L. Bollinger		
Signature:	/Chris L. Bollinger/		
Date:	04/13/2007		

CH \$40.00 2666562

Total Attachments: 18

source=4-13 - Avioserv IP Sec Int#page1.tif
source=4-13 - Avioserv IP Sec Int#page2.tif
source=4-13 - Avioserv IP Sec Int#page3.tif
source=4-13 - Avioserv IP Sec Int#page4.tif
source=4-13 - Avioserv IP Sec Int#page5.tif
source=4-13 - Avioserv IP Sec Int#page6.tif
source=4-13 - Avioserv IP Sec Int#page7.tif
source=4-13 - Avioserv IP Sec Int#page8.tif
source=4-13 - Avioserv IP Sec Int#page9.tif
source=4-13 - Avioserv IP Sec Int#page10.tif
source=4-13 - Avioserv IP Sec Int#page11.tif
source=4-13 - Avioserv IP Sec Int#page12.tif
source=4-13 - Avioserv IP Sec Int#page13.tif
source=4-13 - Avioserv IP Sec Int#page14.tif
source=4-13 - Avioserv IP Sec Int#page15.tif
source=4-13 - Avioserv IP Sec Int#page16.tif
source=4-13 - Avioserv IP Sec Int#page17.tif
source=4-13 - Avioserv IP Sec Int#page18.tif

EXECUTION COPY

PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT

THIS PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of March 28, 2007 by **Avioserv San Diego, Inc.**, a California corporation ("Borrower") to **Fifth Third Bank**, a Michigan banking corporation ("Bank").

WITNESSETH:

WHEREAS, Borrower, Avioserv Holdings, Inc., a Delaware corporation, ASD Acquisition, LLC, a California limited liability company (collectively, the "Obligors") and Bank have entered into that certain Credit Agreement dated as of March 28, 2007 (as amended, modified or supplemented from time to time, the "Credit Agreement"); and

WHEREAS, it is a condition to the effectiveness of the Credit Agreement and any extensions of credit to or for the benefit of Borrower thereunder that, among other things, Borrower execute and deliver to Bank this 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, Borrower 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. Terms used herein which are not defined herein but are defined in the Credit Agreement shall have the meanings ascribed to them therein.

2. **Grant of Security Interest, Etc.** To secure the complete and timely satisfaction of all of the Obligors' Liabilities:

(A) Borrower hereby grants to the Bank a security interest in and to all of Borrower's right, title and interest in, to and under all of the following, whether now existing or hereafter arising:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which Borrower now or

hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) all copyrights, copyright registrations and copyright applications including, without limitation, the copyrights and applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which Borrower now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(iii) all Borrower's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents and Copyrights, whether Borrower is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Patent and Copyright Licenses");

(iv) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications and trade names including, without limitation, the trademarks and service marks listed on Schedule D attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which Borrower now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the "Marks");

(v) all Borrower's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Marks, whether Borrower is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule E attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to as "Trademark Licenses"; Patent and Copyright Licenses and Trademark Licenses are hereinafter referred to collectively as "Licenses"); and

(vi) the goodwill of Borrower's business connected with and symbolized by the Marks;

provided, however, that there shall be excluded from the foregoing grant of security interest any of the existing Licenses to which Borrower is a licensee (and any Patents, Marks and Copyrights currently licensed by others to Borrower pursuant to such Licenses) in each case to the extent (but only to the extent) that the applicable License lawfully prohibits such grant; provided further, however, that, upon Bank's request, Borrower will use its good faith reasonable efforts to obtain any consent needed to subject any such property to this grant of security interest.

3. Restrictions on Future Agreements. Borrower agrees and covenants that until the Liabilities shall have been satisfied in full and the Credit Agreement shall have been terminated, Borrower will not, without Bank's prior written consent, take any action or enter into any agreement, including, without limitation entering into any license agreement, which is inconsistent with Borrower's obligations under this Agreement, and Borrower further agrees and covenants that without Bank's prior written consent it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action which would affect the validity or enforcement or nature of the rights transferred to Bank under this Agreement unless and to the extent that Borrower has concluded in the exercise of reasonable commercial judgment that any such rights are no longer of material importance to the business of Borrower. Borrower agrees and covenants not to sell or assign its interest in, or grant any license under, the Patents, Marks, Copyrights or Licenses, without receiving the prior written consent of Bank thereto.

4. Certain Covenants, Representations and Warranties of Borrower. Borrower covenants, represents and warrants (to the best of Borrower's knowledge with respect to any Patents, Marks and Copyrights which are licensed by third parties to Borrower) that: (i) the Patents, Marks, Copyrights and Licenses are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged in any way; (ii) none of the Patents, Marks, Copyrights and Licenses have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) each of the Patents, Marks, Copyrights and Licenses is valid and enforceable and Borrower is unaware of any invalidating prior art (including public uses and sales) relative to the Patents, and is unaware of any impairments to the Patents, Marks, Copyrights or Licenses which would have a material adverse effect on the validity and/or enforceability of the Patents, Marks, Copyrights or Licenses; (iv) to the best of Borrower's knowledge, no claim has been made that the use of any of the Patents, Marks, Copyrights or Licenses constitutes an infringement; (v) Borrower owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights (other than those being licensed to Borrower pursuant to the Licenses) free and clear of any Liens and encumbrances of every kind and nature, and the Licenses are valid and subsisting licenses with respect to the Patents, Marks, Copyrights described therein, free and clear of any Liens and encumbrances of every kind and nature arising by, through or under Borrower, in each case except for (A) rights granted by Borrower pursuant to the applicable licenses listed on Schedules C and E, and (B) Liens and encumbrances in favor of Bank pursuant to this Agreement or the other Financing Agreements; (vi) the Patents, Marks and Copyrights and Licenses listed on Schedules A, B, C, D and E constitute all such items in which Borrower has any right, title or interest; (vii) Borrower has the unqualified right to enter into this Agreement and perform its terms; (viii) Borrower will use proper statutory notice in connection

with its use of the Patents, Marks and Copyrights (except as to any thereof which is no longer material to Borrower's business); and (ix) Borrower will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

5. **New Patents, Marks, Copyrights and Licenses.** If, before the Liabilities shall have been satisfied in full and the Credit Agreement shall have been terminated, Borrower shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and Borrower shall give to Bank prompt written notice thereof. Borrower hereby authorizes Bank to modify this Agreement by noting any future acquired Patents, Marks, Copyrights on Schedule A, B or D and any Licenses and licensed Patents, Marks or Copyrights on Schedules C or E, as applicable; provided, however, that the failure of Bank to make any such notation shall not limit or affect the obligations of Borrower or rights of Bank hereunder.

6. **Royalties; Terms.** Borrower hereby agrees that the security interest of Bank in all Patents, Marks, Copyrights and Licenses as described above shall be worldwide (or in the case of the Patents, Marks and Copyrights licensed to Borrower such smaller geographic location if any is specified for Borrower's use in the applicable License) and, without any liability for royalties or other related charges from Bank to Borrower. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) satisfaction in full of the Liabilities and termination of the Credit Agreement.

7. **Inspection.** Bank shall have the right, at any time and from time to time, to inspect Borrower's premises and to examine Borrower's books, records and operations, including, without limitation, Borrower's quality control processes. From and after the occurrence and during the continuance of a Default and notice by Bank to Borrower of Bank's intention to enforce its rights and claims against any of the Patents, Marks, Copyrights and Licenses, Borrower agrees that Bank, or a conservator appointed by Bank, shall have the right to establish such additional product quality controls as Bank or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Marks consistent with the quality of products now manufactured by Borrower.

8. **Termination of Borrower's Interest.** This Agreement is made for collateral purposes only. Upon satisfaction in full of the Liabilities and termination of the Credit Agreement, subject to any disposition thereof which may have been made by Bank pursuant hereto or pursuant to any of the other Financing Agreements, the security interest granted hereunder shall automatically be extinguished. Bank shall, at Borrower's reasonable expense, execute and deliver to Borrower, all termination statements and other instruments as may be

necessary or proper to evidence the termination of Bank's security interest granted to Bank pursuant to this Agreement, subject to any disposition thereof which may have been made by Bank pursuant hereto or pursuant to any of the other Financing Agreements. Any such termination statements and instruments shall be without recourse upon or warranty by Bank.

9. **Duties of Borrower.** Except to the extent the same is no longer material to Borrower's business, Borrower shall have the duty (i) to prosecute diligently any patent application of the Patents, any application respecting the Marks, and any copyright application of the Copyrights pending as of the date hereof or thereafter, (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights, and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights. Any expenses incurred in connection with the foregoing (including, but not limited to, maintenance or renewal fees) shall be borne by Borrower. Except to the extent the same is no longer material to Borrower's business, Borrower shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of Bank.

10. **Bank's Right to Sue.** From and after the occurrence and during the continuance of a Default, Bank shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if Bank shall commence any such suit, Borrower shall, at the request of Bank, do any and all lawful acts and execute any and all proper documents reasonably required by Bank in aid of such enforcement, and Borrower shall promptly, upon demand, reimburse and indemnify Bank for all reasonable costs and expenses incurred by Bank in the exercise of its rights under this Section 10.

11. **Waivers.** No course of dealing between Borrower and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. **Further Assurances.** Borrower shall execute and deliver to Bank, at any time or times hereafter at the request of Bank, all papers (including, without limitation, any as may be deemed desirable by Bank for filing or recording with any Patent and Trademark Office, and any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Bank), as Bank may request, to evidence Bank's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Bank's rights under this Agreement.

15. **Cumulative Remedies; Power of Attorney; Effect on Financing Agreements.** All of Bank's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Financing Agreements or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby constitutes and appoints Bank as Borrower's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of a Default, to (i) endorse Borrower's name on all applications, documents, papers and instruments determined by Bank as necessary or desirable for Bank in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Bank deems in good faith to be in the best interest of Bank, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been satisfied in full and the Credit Agreement shall have been terminated. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Credit Agreement or any of the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Bank shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced. Borrower hereby releases the Bank from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Bank under the powers of attorney granted herein.

16. **Binding Effect; Benefits.** This Agreement shall be binding upon Borrower and its respective successors and assigns and shall inure to the benefit of Bank and its respective successors, assigns and nominees.

17. **Governing Law.** This Agreement shall be deemed to have been executed and delivered in Chicago, Illinois, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of Illinois.

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

AVIOSERV SAN DIEGO, INC.

By: 
Name: Henry J. Brandon, III
Title: Vice President - Acquisitions

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above in Chicago, Illinois.

FIFTH THIRD BANK

By: _____
Name: _____
Title: _____

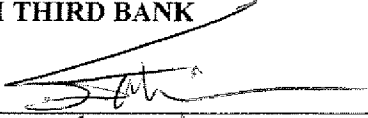
IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

AVIOSERV SAN DIEGO, INC.

By: _____
Name: _____
Title: _____

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above in Chicago, Illinois.

FIFTH THIRD BANK

By: 
Name: Scott Nielsen
Title: V.P.

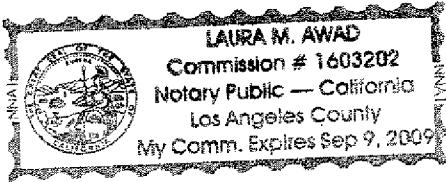
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles } ss.

On 22 March 2007 before me, Laura M. Awad, Notary Public
Date Name and Title of Officer (e.g., "Janis Doe, Notary Public")
personally appeared Henry J. Brandon III
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Trademark and Securities Agreement

Document Date: 3/22/07 Number of Pages: 14

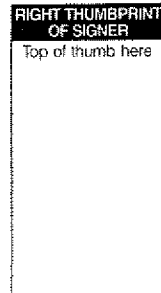
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: Henry J. Brandon III

- Individual
- Corporate Officer — Title(s): VP Acquisitions
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: Arioserv San Diego, Inc

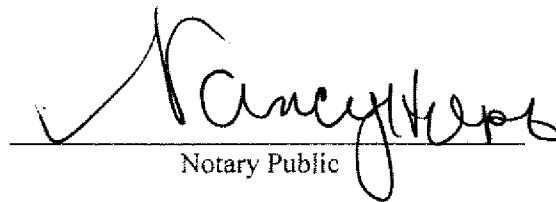


STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said State and County do hereby certify that Scott Nielsen, personally known to me to be the Uwe President of Fifth Third Bank, personally known to me to be the same person whose name is subscribed to the foregoing Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said agreement as an officer of said bank and caused the seal of said bank to be affixed thereto, pursuant to authority given by the Board of Directors of said bank, as his/her free and voluntary act and as the free and voluntary act and deed of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 23rd day of March, 2007.





Notary Public

My Commission Expires: 12-29-2010

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

None.

LA/40376056.1

**TRADEMARK
REEL: 003522 FRAME: 0220**

SCHEDULE B
COPYRIGHTS

None.

LA/40376056.1

TRADEMARK
REEL: 003522 FRAME: 0221

SCHEDULE C
PATENT AND COPYRIGHT LICENSES

None.

LA/40376056.1

TRADEMARK
REEL: 003522 FRAME: 0222

SCHEDULE D

TRADEMARKS, SERVICE MARKS

1. Trademark "AVIOSERV", registered with the United States Patent and Trademark Office on December 24, 2002 by SAirGroup CORPORATION SWITZERLAND, Registration Number 2666562
2. Trademark "AVIOSERV", registered in Argentina on August 1, 2001 by SAirGroup CORPORATION SWITZERLAND, Registration Number 1898492
3. Trademark "AVIOSERV", registered in Benelux on August 17, 2001 by SAirGroup CORPORATION SWITZERLAND, Registration Number 766815
4. Trademark "AVIOSERV", registered in Brazil on August 24, 2001 by SAirGroup CORPORATION SWITZERLAND, Registration Number 823551873
5. Trademark "AVIOSERV", registered in China on August 17, 2001 by SAirGroup CORPORATION SWITZERLAND, Registration Number 766815
6. Trademark "AVIOSERV", registered Denmark on August 17, 2001 by SAirGroup CORPORATION SWITZERLAND, Registration Number 766815
7. Trademark "AVIOSERV", registered in Netherland on August 17, 2001 by SAirGroup CORPORATION SWITZERLAND, Registration Number 766815
8. Trademark "AVIOSERV", registered in El Salvador on September 4, 2001 by SAirGroup CORPORATION SWITZERLAND, Registration Number 60-179
9. Trademark "AVIOSERV", registered Finland on August 17, 2001 by SAirGroup CORPORATION SWITZERLAND, Registration Number 766815
10. Trademark "AVIOSERV", registered in Frankford on August 17, 2001 by SAirGroup CORPORATION SWITZERLAND, Registration Number 766815
11. Trademark "AVIOSERV", registered in England on August 17, 2001 by SAirGroup CORPORATION SWITZERLAND, Registration Number 766815
12. Trademark "AVIOSERV", registered in Italy on August 17, 2001 by SAirGroup CORPORATION SWITZERLAND, Registration Number 766815
13. Trademark "AVIOSERV", registered in Austria on August 17, 2001 by SAirGroup CORPORATION SWITZERLAND, Registration Number 766815
14. Trademark "AVIOSERV", registered in Portugal on August 17, 2001 by SAirGroup CORPORATION SWITZERLAND, Registration Number 766815

15. Trademark "AVIOSERV", registered in Sweden on August 17, 2001 by SAirGroup CORPORATION SWITZERLAND, Registration Number 766815
16. Trademark "AVIOSERV", registered in Singapore on August 17, 2001 by SAirGroup CORPORATION SWITZERLAND, Registration Number 766815
17. Trademark "AVIOSERV", registered in Spain on August 17, 2001 by SAirGroup CORPORATION SWITZERLAND, Registration Number 766815
18. Trademark "AVIOSERV", registered in Hong Kong on July 3, 2001 by SAirGroup CORPORATION SWITZERLAND, Registration Number B06223/2003
19. Trademark "AVIOSERV", registered in Canada on July 25, 2001 by SAirGroup CORPORATION SWITZERLAND, Registration Number TMA600663
20. Trademark "AVIOSERV", registered in [Schweiz] on April 12, 2001 by SAirGroup CORPORATION SWITZERLAND, Registration Number 488107

SCHEDULE E
TRADEMARK LICENSES

None.

**SPECIAL POWER OF ATTORNEY
(Patent, Trademark, Copyright and License)**

STATE OF _____)
) SS.
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that Avioserv San Diego, Inc., a California corporation ("Borrower"), pursuant to that certain Patent, Copyright, License and Trademark Security Agreement, dated March 28, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), hereby appoints and constitutes Fifth Third Bank ("Bank"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower at and during the time periods specified in the Collateral Agreement:

1. Assigning, selling or otherwise disposing of all right, title and interest of Borrower in and to the patents, copyrights, licenses and trademarks listed on Schedules A, B, C, D and E of the Collateral Agreement, and including those patents copyrights and licenses which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose;

2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as Bank may in its sole discretion determine.

This power of attorney is made pursuant to that certain Credit Agreement, dated as of March ~~28~~ 2007, among Borrower, Avioserv Holdings, Inc., ASD Acquisition, LLC (collectively, the "Obligors") and the Bank and may not be revoked until the payment in full of all liabilities and obligations of the Obligors under such Credit Agreement.

AVIOSERV SAN DIEGO, INC.

By: 

Name: Henry J. Brandon, III

Title: Vice President - Acquisitions