

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
CAMP Systems International Inc.		03/30/2007	CORPORATION: DELAWARE
Daniel Systems, Inc.		03/30/2007	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services, Inc.
Street Address:	Two World Financial Center, 225 Liberty Street
Internal Address:	5th Floor
City:	New York City
State/Country:	NEW YORK
Postal Code:	10281-6100
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2517102	ASO
Registration Number:	2542704	ASO
Registration Number:	2609000	AIRCRAFT SHOPPER ONLINE
Registration Number:	2515006	THE AIRCRAFT MARKET IN REAL TIME
Registration Number:	2603945	I.ASO
Registration Number:	2517101	I.ASO
Registration Number:	2421224	COMPS
Registration Number:	2774396	AVISOURCE
Registration Number:	2144786	CAMP

CORRESPONDENCE DATA

Fax Number: (202)585-8080

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

TRADEMARK

REEL: 003546 FRAME: 0946

900077459

CH \$240.00 2517102

Phone: 2025858000
Email: jarterburn@nixonpeabody.com
Correspondent Name: Jennifer L. Arterburn
Address Line 1: 401 9th Street, NW
Address Line 2: Suite 900
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	031538/000013
NAME OF SUBMITTER:	Jennifer L. Arterburn
Signature:	/jennifer l. arterburn/
Date:	05/22/2007

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30th day of March, 2007 by CAMP Systems International Inc., a Delaware corporation ("Borrower") and Daniel Systems, Inc, a Florida corporation as grantors (each a "Grantor" and together with Borrower, "Grantors") 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");

W I T N E S S E T H

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

WHEREAS, pursuant to the terms of a certain First Lien Security Agreement of even date herewith between Grantors and Grantee (as the same may be amended or otherwise modified from time to time, the "First Lien Security Agreement"), Grantors have granted to Grantee, for the benefit of Lenders and Agents, a security interest in substantially all of the assets of Grantors including all right, title and interest of Grantors 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 Grantors' Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the First Lien Credit Agreement.

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, each Grantor agrees as follows:

1. Incorporation of First Lien Credit Agreement and First Lien Security Agreement. The First Lien Credit Agreement and First Lien Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the First Lien Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Grantee, for the benefit of Lenders and Agents, and hereby reaffirms its prior grant pursuant to the First Lien Security Agreement of, a continuing security interest in each Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by any Grantor against third parties for past, present or

future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

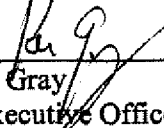
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IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

CAMP SYSTEMS INTERNATIONAL INC.

By: 
Name: Kenneth Gray
Title: Chief Executive Officer

DANIEL SYSTEMS, INC.

By: 
Name: Kenneth Gray
Title: Chief Executive Officer

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: Michele Roller
Title: Vice President

[Signature Page to the Trademark Security Agreement]

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

CAMP SYSTEMS INTERNATIONAL INC.


By: _____
Name: Kenneth Gray
Title: Chief Executive Officer

DANIEL SYSTEMS, INC.

By: _____
Name: Kenneth Gray
Title: Chief Executive Officer

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: Michele Roller
Title: Vice President

[Signature Page to the Trademark Security Agreement]

SCHEDULE A

TRADEMARK REGISTRATIONS

MARK	REG. NO.	STATUS	OWNERSHIP
ASO	2,517,102	Registered December 11, 2001	Camp Systems International Inc.
	2,542,704	Registered February 26, 2002	Camp Systems International Inc.
AIRCRAFT SHOPPER ONLINE	2,609,000	Registered August 20, 2002	Camp Systems International Inc.
THE AIRCRAFT MARKET IN REAL TIME	2,515,006	Registered December 4, 2001	Camp Systems International Inc.
	2,603,945	Registered August 6, 2002	Camp Systems International Inc.
I.ASO	2,517,101	Registered December 11, 2001	Camp Systems International Inc.
COMPS	2,421,224	Registered January 16, 2001	Daniel Systems, Inc.
AVISOURCE	2,774,396	Registered October 21, 2003	Camp Systems International Inc.
CAMP	2,144,786	Registered March 17, 1998	Camp Systems International Inc.
AVISOURCE (Israel)	702,722	Registered	Camp Systems International

		June 20, 2001	Inc.
AVISOURCE (Mexico)	145,996	Registered January 2, 2002	Camp Systems International Inc.

TRADEMARK APPLICATIONS

None.