

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PEMCO AVIATION GROUP, INC.		09/17/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	PEMCO WORLD AIR SERVICES, INC.
Street Address:	100 Pemco Drive
City:	Dothan
State/Country:	ALABAMA
Postal Code:	36303
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2640562	PEMCO
Registration Number:	2640561	PEMCO
Registration Number:	1963645	PEMCO
Registration Number:	1970225	PEMCO
Registration Number:	1962637	PEMCO ENGINEERS
Registration Number:	1963568	PEMCO ENGINEERS
Registration Number:	1928070	PEMCO WORLD AIR SERVICES
Registration Number:	1871579	PEMCO
Registration Number:	1871578	PEMCO AEROPLEX

CORRESPONDENCE DATA	
Fax Number:	(202)739-3001
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202.739.5965
Email:	trademarks@morganlewis.com
Correspondent Name:	Morgan, Lewis & Bockius LLP

CH \$240.00 2640562

Address Line 1: Joseph E. Washington
Address Line 2: 1111 Pennsylvania Avenue, NW, Attn.:TMSU
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	52735-0111
NAME OF SUBMITTER:	Joseph E. Washington
Signature:	/Joseph E. Washington/
Date:	09/25/2007

Total Attachments: 4
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ASSIGNMENT OF TRADEMARKS

WHEREAS, **PEMCO AVIATION GROUP, INC.**, a Delaware corporation (“Assignor”) with its principal place of business at 1943 North 50th Street, Birmingham, AL 35212 has adopted, used, is using, owned and is the owner of certain trademarks, service marks, trade names, brand names, business names, domain names, trade dress, logos and designs using or including the word “PEMCO,” including without limitation the trademark registrations, applications for trademark registration, and domain names listed on Schedule A hereto (collectively, the “Marks”); and

WHEREAS, **PEMCO WORLD AIR SERVICES, INC.**, a Delaware corporation (“Assignee”) with its principal place of business at 100 Pemco Drive, Dothan, Alabama 36303 desires to acquire the entire right, title, and interest in and to the Marks as well as all goodwill associated with the Marks and the right to sue to recover damages for past and future infringement thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey to Assignee, its successors and assigns, absolutely and forever, (1) its entire right, title and interest, whether statutory or at common law, in and to the Marks, and all registrations and applications for registration therefor, in the United States and all countries throughout the world, together with the goodwill arising out of or in any way associated with the Marks, and (2) its entire right to bring actions for the enforcement of the Marks, including but not limited to, the right to sue for and recover damages for past and future infringement of the Marks;

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the trademark office or agency of all foreign countries, to record Assignee as the assignee and owner of any and all of Assignor’s rights in the Marks and to issue to Assignee any and all trademark registrations and service mark registrations resulting from said trademark applications and service mark applications, or any renewals of said registrations;

Assignor does hereby covenant that it has not executed and will not execute any agreement in conflict with this Assignment; and

Assignor does hereby covenant and agree to execute or have executed, for no additional consideration, such further documents and do such other acts as may be necessary and proper to vest full title in and to the Marks in the Assignee, including the release of any and all security interests granted by Assignor in the Marks, or which may be necessary to obtain, renew, issue or enforce the Marks.

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IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks to be executed and delivered as of the 17th day of September, 2007.

PEMCO AVIATION GROUP, INC.,

By: Randall C. Shealy
Name: Randall C. Shealy
Title: Senior Vice President and Chief Financial Officer

STATE OF Alabama)
COUNTY OF Jefferson)

On Sept 17, 2007, before me, Dennis Lee Sewell, a notary public in and for said State, personally appeared R. Shealy, SS. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Dennis Lee Sewell

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 30, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS

(Seal)

SCHEDULE A
ASSIGNED MARKS

TRADEMARK	APPLICATION NO.	REGISTRATION NO.
PEMCO	76135730	2640562
PEMCO	76135729	2640561
PEMCO	74422184	1963645
PEMCO	74802747	1970225
PEMCO ENGINEERS	74422182	1962637
PEMCO ENGINEERS	74802741	1963568
PEMCO WORLD AIR SERVICES	74591006	1928070
PEMCO	74422185	1871579
PEMCO AEROPLEX	74422183	1871578

ASSIGNED DOMAIN NAMES

PEMCOAVIATIONGROUP.COM