

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FORTIS BANK (NEDERLAND) NV		12/13/2006	PUBLIC LIMITED LIABILITY COMPANY: NETHERLANDS

RECEIVING PARTY DATA

Name:	NATIONAL CITY BANK
Street Address:	One South Broad Street
Internal Address:	14th Floor
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19107
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2398938	THE POWER OF LEASING
Registration Number:	2317604	
Registration Number:	3155815	WILLIS LEASE POWER TO SPARE - WORLDWIDE
Registration Number:	3110866	WILLIS LEASE POWER TO SPARE - WORLDWIDE
Serial Number:	76562978	THE POWER TO PERFORM

CORRESPONDENCE DATA

Fax Number: (212)424-8500
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212 424 8000
 Email: ptodocket@dl.com
 Correspondent Name: Monique L. Ribando
 Address Line 1: 125 West 55th Street
 Address Line 4: New York, NEW YORK 10019

CH \$140.00 2398938

ATTORNEY DOCKET NUMBER:	11651.00007
NAME OF SUBMITTER:	Monique L. Ribando
Signature:	/Monique L. Ribando/
Date:	12/11/2007
Total Attachments: 5 source=SecRelFortisBnkBnk#page1.tif source=SecRelFortisBnkBnk#page2.tif source=SecRelFortisBnkBnk#page3.tif source=SecRelFortisBnkBnk#page4.tif source=SecRelFortisBnkBnk#page5.tif	

ASSIGNMENT AND ASSUMPTION
OF SECURITY INTEREST

This ASSIGNMENT AND ASSUMPTION OF SECURITY INTEREST, with an effective date of December 13, 2006 (this "Assignment"), is made by and between FORTIS BANK (NEDERLAND) N.V., as exiting Security Agent (the "Assignor") and NATIONAL CITY BANK, for itself and as successor Security Agent under the Credit Agreement referred to below (the "Assignee").

Reference is made to the Second Amended and Restated Credit Agreement (including all exhibits and schedules thereto), dated as of June 30, 2006, by and among WILLIS LEASE FINANCE CORPORATION, a Delaware corporation (the "Borrower"), each of the financial institutions that is, or pursuant to the terms thereof may become, a party as a Bank thereto (individually, a "Bank", and collectively, the "Banks") and NATIONAL CITY BANK, in its capacity as Administrative Agent for the Banks (the "Administrative Agent") and as successor Security Agent for the Banks (the "Security Agent"), as the same may from time to time be amended, restated, supplemented or otherwise modified (the "Credit Agreement").

For valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Assignor hereby agrees with the Assignee as follows:

1. Assignment and Assumption. Effective as of the date above, the Assignor hereby irrevocably assigns to the Assignee all of Assignor's rights, powers, entitlements, benefits and privileges, as Security Agent under the Credit Agreement and each of the Loan Documents, to and under each of the Trademarks specifically listed on Schedule A hereto, as the same may be amended from time to time. The Assignee hereby accepts the assignment hereunder and, effective as of such date, the Assignee shall succeed to and become vested with all the rights, powers, privileges and duties of the Assignor as the Security Agent, and the Assignor shall be discharged from its duties and liabilities as Security Agent, in each case under the Credit Agreement and the other Loan Documents, to and under the Trademarks set forth on Schedule A.
2. Recordation. Assignee may record this Assignment with the United States Patent and Trademark Office or with any other trademark authority in any relevant jurisdiction.
3. Notices. All notices and other communications required to be given or made to the Assignee under this Assignment shall be given or made in writing, and shall be delivered personally, by hand or commercial messenger service, or sent by certified mail or registered mail, postage prepaid, return receipt requested, or facsimile with electronic confirmation of receipt, to each party at its address, facsimile number and email address indicated opposite its name on the signature pages hereto.
4. General.
 - 4.1 Amendments; Waivers. None of the terms or conditions of this Assignment may be changed, modified, waived or canceled, unless the same shall be in writing and signed by the parties hereto.
 - 4.2 Severability. The invalidity, illegality or unenforceability in any jurisdiction of any provision in or obligation under this Assignment shall not affect or impair the validity, legality or enforceability of the remaining provisions or obligations under this Assignment or of such provision or obligation in any other jurisdiction. To the extent permitted by applicable law, the parties hereto waive any provision of law which renders any provision hereof prohibited or unenforceable in any respect.

4.3 Governing Law. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS ASSIGNMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF.

4.4 Counterparts. This Assignment may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Execution and delivery of this Assignment by facsimile or electronic transmission shall constitute execution and delivery of this Assignment for all purposes, with the same force and effect as execution and delivery of an originally manually signed copy hereof.

4.5 Headings; Binding Effect. The headings of the several sections of this Assignment are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Assignment. The provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

[Remainder of page intentionally left blank; signatures on following page]

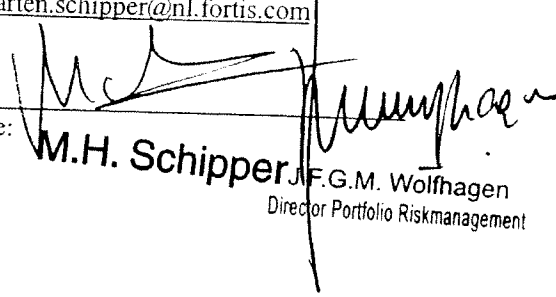
IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and effective by their proper and duly authorized officers as of the date set forth above.

FORTIS BANK (NEDERLAND) N.V.,
as exiting Security Agent
Coolensingel 93
3012 AE Rotterdam
The Netherlands
Attention: Maarten H. Schipper
Facsimile: (31)(10) 401-9529
E-mail: maarten.schipper@nl.fortis.com

By: _____

Name: _____

Title: _____


M.H. Schipper
J.F.G.M. Wolffhagen
Director Portfolio Riskmanagement

Accepted:

NATIONAL CITY BANK,
as successor Security Agent
One South Broad Street
14th Floor, Locator 01-5997
Philadelphia, PA 19107
Attention: Christos Kytzidis
Facsimile: (267) 256-4001
E-mail: Chris.Kytzidis@nationalcity.com

By: _____

Name: _____

Title: _____

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Attention: Maarten H. Schipper
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By: _____
Name:
Title:

Accepted:

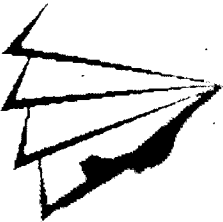


NATIONAL CITY BANK,
as successor Security Agent
One South Broad Street
14th Floor, Locator 01-5997
Philadelphia, PA 19107
Attention: Christos Kytzidis
Facsimile: (267) 256-4001
E-mail: Chris.Kytzidis@nationalcity.com

By: _____
Name:
Title:

Christos Kytzidis
Senior Vice President

SCHEDULE A

TRADEMARKS

<u>Mark</u>	<u>Serial/Registration No.</u>	<u>Application/ Registration Date</u>
THE POWER OF LEASING	Registration No. 2,398,938	Registration date: October 31, 2000
	Registration No. 2,317,604	Registration date: February 15, 2000
WILLIS LEASE POWER TO SPARE – WORLDWIDE and DESIGN 	Serial No. 76/645,848 Registration No. 3,155,815	Application date: August 30, 2005 Registration date: October 17, 2006
WILLIS LEASE POWER TO SPARE – WORLDWIDE and DESIGN 	Serial No. 76/595,254 Registration No. 3,110,866	Application date: June 3, 2004 Registration date: July 4, 2006
THE POWER TO PERFORM	Serial No. 76/562,978	Application date: December 3, 2003 Abandoned: January 11, 2005