

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
WILLIS LEASE FINANCE CORPORATION		12/13/2006	CORPORATION: DELAWARE

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=Willis.to.NationalCity Bank.assgn#page1.tif source=Willis.to.NationalCity Bank.assgn#page2.tif source=Willis.to.NationalCity Bank.assgn#page3.tif source=Willis.to.NationalCity Bank.assgn#page4.tif source=Willis.to.NationalCity Bank.assgn#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), with an effective date of December 13, 2006, is made and entered into by WILLIS LEASE FINANCE CORPORATION, a Delaware corporation ("Assignor"), in favor of NATIONAL CITY BANK, as Administrative Agent and as Security Agent for itself and the Banks (as defined below) ("Assignee"). All capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, Assignor is the owner of all right, title and interest in and to certain trademarks and service marks including, but not limited to, those listed on Schedule I attached hereto, as the same may be amended from time to time, and all designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto (collectively, the "Trademarks");

WHEREAS, Assignor has entered into a Second Amended and Restated Credit Agreement, dated as of June 30, 2006 (as amended, supplemented, restated or otherwise modified and in effect from time to time, the "Credit Agreement") with Assignee in its capacity as Administrative Agent and the financial institutions party thereto as lenders (the "Banks"), pursuant to which, among other things, the Banks have agreed to make loans to Assignor upon the terms and subject to the conditions specified in the Credit Agreement;

WHEREAS, the Banks have appointed Assignee as their security agent (as successor to Fortis Bank (Nederland) N.V.) with respect to certain collateral of Assignor pursuant to the Security Documents (as defined in the Credit Agreement); and

WHEREAS, the Banks have required that Assignor execute and deliver this Agreement in favor of the Security Agent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor:

1. Assignor hereby pledges and mortgages, but does not transfer title, to Assignee, its successors and assigns, all of Assignor's right, title and interest in, to and under each of the Trademarks which are presently owned, held (whether pursuant to a license or otherwise) or used by Assignor, in whole or in part (including, without limitation, the Trademarks specifically listed on Schedule I attached hereto, as the same may be amended from time to time), and including all common law rights with respect thereto and all federal, state and foreign registrations therefor heretofore or hereafter granted or applied for, the right (but not the obligation) to register claims under any state or federal trademark law or regulation or any trademark law or regulation of any foreign country and to apply for, renew and extend the Trademarks, registrations and trademark rights, the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of Assignor or in the name of Assignee for past, present and future infringements of the Trademarks, registrations or trademark rights of Assignor and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and any associated goodwill.

2. Assignor hereby represents and warrants that (a) the Trademarks listed on Schedule I hereto include all of the trademarks, trademark applications, service marks and service mark applications now owned by or licensed to Assignor and (b) no Liens other than as permitted under Section 7.02 of the Credit Agreement have been granted by Assignor to any other Person in such Trademarks. If, prior to the termination of this Agreement, Assignor shall obtain rights to any new trademarks, trademark applications, service marks or service mark applications, the provisions of Section I hereto shall automatically apply thereto. Assignor shall give to Assignee written notice of events described in the immediately preceding sentence on a quarterly basis. Assignor hereby authorizes Assignee to modify this Agreement by amending Schedule I hereto to include any future trademarks, trademark applications, service marks or service mark applications.

3. Assignee may record this Agreement with the United States Patent and Trademark Office or with any other trademark authority in any relevant jurisdiction; provided, that upon termination of this Agreement, Assignee will cooperate with Assignor to execute any documents reasonably requested by Assignor to reflect the release of the security interest confirmed herein and to assist Assignor, at Assignor's cost, to record any such documents with the United States Patent and Trademark Office or with any other trademark authority in any relevant jurisdiction.

4. Upon the occurrence of an Event of Default, Assignee may, without notice to or demand upon Assignor, exercise any one or more of the rights set forth in the Security Agreement, including, without limitation, the right to revise, update, amend, complete, file or record the Assignment of Trademark Registrations and Applications attached as Exhibit A hereto, as Assignee may determine to be necessary or desirable to assign or otherwise transfer the trademarks covered by this Agreement to any Person including, without limitation, any Bank or Agent and Assignor agrees that it shall cooperate with Assignee to execute any documents reasonably requested by Assignor in connection with such rights.

5. All notices and correspondences to any party hereunder shall be given 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.

6. Any amendment or waiver of any provision of this Agreement, and any consent to any departure by Assignor from any provision of this Agreement, shall be effective only if executed in writing by the parties hereto (with respect to any amendments) or the Security Agent (with respect to any waivers).

7. No delay or omission of Assignee to exercise any right or remedy hereunder shall impair any such right or shall operate as a waiver thereof. No single or partial exercise by Assignee of any right or remedy hereunder shall preclude any other or further exercise thereof, or preclude any other right or remedy. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

8. The validity, interpretation and enforcement of this Agreement shall be

governed by the laws of the State of New York without giving effect to the conflict of law principles thereof.

9. This Agreement shall be in addition to and not in lieu of and does not limit the provisions of the Security Agreement, and secures the payment and performance of the Obligations.

10. All representations, warranties and covenants of Assignor contained herein shall survive the execution and delivery of this Agreement, and shall terminate only upon the full and final payment and performance by Assignor of the Obligations secured hereby and termination of the Commitments.

11. Assignee shall have and be entitled to exercise all powers hereunder which are specifically granted to Assignee by the terms hereof, together with such powers as are reasonably incident thereto. Assignee may perform any of its duties hereunder or in connection with the Trademarks by or through agents or employees and shall be entitled to retain counsel and to act in reliance upon the advice of counsel concerning all such matters. Neither Assignee nor any director, officer, employee, attorney or agent of Assignee shall be liable to Assignor for any action taken or omitted to be taken by it or them hereunder, except for its or their own gross negligence or willful misconduct, nor shall Assignee be responsible for the validity, effectiveness or sufficiency hereof or of any document or security furnished pursuant hereto. Assignee and its directors, officers, employees, attorneys and agents shall be entitled to rely on any communication, instrument or document reasonably believed by it or them to be genuine and correct and to have been signed or sent by the proper Person or Persons.

12. This Agreement 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.

[Signature page immediately follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year noted below.

WILLIS LEASE FINANCE CORPORATION
2320 Marinship Way, Suite 300
Sausalito, CA 94965
Attention: General Counsel
Facsimile: (415) 275-5102
Telephone: (415) 275-5100
Email: tnord@willislease.com

By: Thomas P. Nord
Name: Thomas C. Nord
Title: Senior Vice President
Date: August 23, 2007

Accepted:

NATIONAL CITY BANK,
as Administrative Agent and 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:

Date:

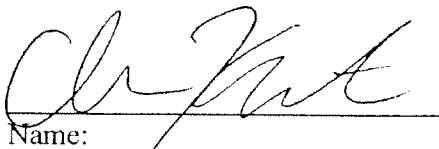
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year noted below.

WILLIS LEASE FINANCE CORPORATION
2320 Marinship Way, Suite 300
Sausalito, CA 94965
Attention: General Counsel
Facsimile: (415) 275-5102
Telephone: (415) 275-5100
Email: tnord@willislease.com

By: _____
Name:
Title:
Date:

Accepted:

NATIONAL CITY BANK,
as Administrative Agent and 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**
Date: **Senior Vice President**