

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Sentient Jet Holdings, LLC	FORMERLY Sentient Flight Group, LLC; JetDirect Aviation Holdings, LLC; JetDirect Aviation LLC	12/18/2007	LIMITED LIABILITY COMPANY: DELAWARE
Sentient Flight Group, LLC	FORMERLY Summit Jet LLC	12/18/2007	LIMITED LIABILITY COMPANY: DELAWARE
Chester County Aviation Services, LLC		12/18/2007	LIMITED LIABILITY COMPANY: DELAWARE
Regal Jets, LLC		12/18/2007	LIMITED LIABILITY COMPANY: DELAWARE
JetDirect Aviation, LLC	FORMERLY JetCorp, LLC	12/18/2007	LIMITED LIABILITY COMPANY: MISSOURI
Avbuy, LLC		12/18/2007	LIMITED LIABILITY COMPANY: DELAWARE
Spirit Aviation, Inc.		12/18/2007	CORPORATION: CALIFORNIA
Presidential Jets, LLC		12/18/2007	LIMITED LIABILITY COMPANY: DELAWARE
Sentient Jet, Inc.		12/18/2007	CORPORATION: DELAWARE
PNFS, LLC		12/18/2007	LIMITED LIABILITY COMPANY: DELAWARE
Aviation Acquisitions Corp.		12/18/2007	CORPORATION: DELAWARE
Atlantic Aviation Flight Services, Inc.		12/18/2007	CORPORATION: DELAWARE
Sunset Aviation, Inc.		12/18/2007	CORPORATION: CALIFORNIA
RACM, Inc.	FORMERLY Hawker Beechcraft Charter and Management, Inc.	12/18/2007	CORPORATION: KANSAS
The Air Group, Inc.		12/18/2007	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Sovereign Bank
<b>Street Address:</b>	3 Terry Drive
<b>Internal Address:</b>	Suite 102
<b>City:</b>	Newtown

OP \$65.00 2475488

State/Country:	PENNSYLVANIA
Postal Code:	18940
Entity Type:	Bank:

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2475488	THE AIR GROUP
Serial Number:	77059700	SMARTFUEL!

CORRESPONDENCE DATA

Fax Number: (215)789-7653  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 215-864-7152  
 Email: udellr@whiteandwilliams.com  
 Correspondent Name: Ryan Udell  
 Address Line 1: 1800 One Liberty Place  
 Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	16268-43
NAME OF SUBMITTER:	Ryan Udell
Signature:	/rudell/
Date:	01/02/2008

Total Attachments: 33

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**FIFTH AMENDED AND RESTATED PATENTS, TRADEMARKS,  
COPYRIGHTS AND LICENSES SECURITY AGREEMENT**

**THIS FIFTH AMENDED AND RESTATED PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES SECURITY AGREEMENT** (this "**Agreement**") is made effective as of December 16, 2007 by and among SENTIENT JET HOLDINGS, LLC (f/k/a SENTIENT FLIGHT GROUP, LLC, JETDIRECT AVIATION HOLDINGS, LLC, and JETDIRECT AVIATION, LLC), a limited liability company organized under the laws of the State of Delaware ("**Sentient Holdings**"), SENTIENT FLIGHT GROUP, LLC (f/k/a SUMMIT JET, LLC), a limited liability company organized under the laws of the State of Delaware ("**Sentient Group**"), CHESTER COUNTY AVIATION SERVICES, LLC, a limited liability company organized under the laws of the State of Delaware ("**Chester**"), REGAL JETS, LLC, a limited liability company organized under the laws of the State of Delaware ("**Regal**"), JETDIRECT AVIATION, LLC (f/k/a JETCORP, LLC), a limited liability company organized under the laws of the State of Missouri ("**JDA**"), AVBUY, LLC, a limited liability company organized under the laws of the State of Delaware ("**Avbuy**"), SPIRIT AVIATION, INC., a corporation incorporated under the laws of the State of California ("**Spirit**"), PRESIDENTIAL JETS, LLC, a limited liability company organized under the laws of the State of Delaware ("**Presidential**"), SENTIENT JET, INC., a corporation incorporated under the laws of the State of Delaware ("**Sentient**"), PNFS, LLC, a limited liability company organized under the laws of the State of Delaware ("**PNFS**"), AVIATION ACQUISITIONS CORP., a corporation incorporated under the laws of the State of Delaware ("**AAC**"), ATLANTIC AVIATION FLIGHT SERVICES, INC., a corporation incorporated under the laws of the State of Delaware ("**Atlantic**"), SUNSET AVIATION, INC., a corporation incorporated under the laws of the State of California ("**Sunset**"), RACM, Inc. (f/k/a HAWKER BEECHCRAFT CHARTER AND MANAGEMENT, INC.), a corporation incorporated under the laws of the State of Kansas ("**RACM**"), THE AIR GROUP, INC., a corporation incorporated under the laws of the State of California ("**AGI**") and together with Sentient Holdings, Sentient Group, Chester, Regal, JDA, Avbuy, Spirit, Presidential, Sentient, PNFS, AAC, Atlantic, Sunset, and RACM each an "**Assignor**," and jointly and severally, the "**Assignors**") and SOVEREIGN BANK for the benefit of the Lenders as defined below ("**Assignee**").

**BACKGROUND**

A. Pursuant to that certain Amended and Restated Revolving Credit, Term Loan and Security Agreement effective as of April 11, 2007, as amended by those certain (i) First Amendment to Amended and Restated Revolving Credit Term Loan and Security Agreement dated as of May 31, 2007, (ii) Second Amendment to Amended and Restated Revolving Credit, Term Loan and Security Agreement dated as of August 7, 2007, and (iii) Third Amendment to Amended and Restated Revolving Credit, Term Loan and Security Agreement herewith by and among Assignee, as agent for itself and, as agent for certain other lenders (the "**Lenders**"), and Assignors (such agreement as heretofore or hereafter amended, modified or restated, being referred to herein as the "**Loan Agreement**"), Lenders agreed to extend certain credit facilities to Assignors subject to the terms and conditions thereof.

B. The Loan Agreement provides, inter alia, that Assignors will grant to Assignee for the benefit of the Lenders a security interest in all of Assignors' assets, including, without

limitation, their respective patents, patent rights, patent applications, servicemarks, trademarks, service trademark applications, service tradenames, goodwill, copyrights and licenses.

**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, Assignors agree as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the Other Documents (collectively, the "**Loan Documents**") the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement. All obligations of Assignors to Assignee, whether now or hereafter owing or existing, including without limitation all obligations hereunder, under the Loan Agreement, the Loan Documents and the Notes, and the payment, performance and discharge of all other obligations or undertakings now or hereafter made by or for the benefit of Assignors or any of them to or for the benefit of Assignee, under this Agreement or under any other agreement, promissory note or undertaking now existing or hereafter entered into by Assignor with or to Assignee, including any guaranty or surety obligations of any Assignor owed to Assignee, and the undertakings of any Assignor to immediately pay to Assignee the amount of any overdraft on any deposit account maintained with Assignee are sometimes hereinafter referred to collectively as the "**Bank Indebtedness**".

2. **Security Interests.**

2.1 **Security Interest (Patents, Copyrights and Licenses).** To secure the complete and timely payment and satisfaction of all Bank Indebtedness, Assignors hereby assign, mortgage and pledge to Assignee for the benefit of the Lenders and grant to Assignee for the benefit of the Lenders a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of Assignors' right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively with items named in **Section 2.2** below, the "**Collateral**"):

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on **Exhibit "A"**, attached hereto and made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) 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, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the "**Patents**");

(b) copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Assignors, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions

and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on Exhibit "C" attached hereto and made a part hereof, and (i) all renewals thereof, (ii) 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, and (c) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the "**Copyrights**"); and

(c) license agreements with any other party, whether Assignors are licensors or licensees under any such license agreement, including, without limitation, the licenses listed on Exhibit "D" attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Assignors and now or hereafter covered by such licenses, to the extent assignable (all of the foregoing is hereinafter referred to collectively as the "**Licenses**").

2.2 **Security Interest (Trademarks)**. To secure the complete and timely payment and satisfaction of all Bank Indebtedness, Assignors hereby mortgage and pledge to Assignee for the benefit of the Lenders and grant to Assignee for the benefit of the Lenders a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of Assignors' right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively with items named in Section 2.1 above, the "**Collateral**"):

(a) servicemarks, trademarks, servicemark and trademark registrations, tradenames, trademark applications, and all goodwill attendant thereto, including, without limitation, the servicemarks, trademarks, tradenames, registrations and applications listed on Exhibit "B", attached hereto and made a part hereof, and (i) all renewals thereof, (ii) 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, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, tradenames and applications together with the items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**").

3. **Restrictions on Future Agreements**. Assignors agree that until all Bank Indebtedness shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignors will not, without Assignee's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent

with Assignors obligations under this Agreement or the Loan Agreement and Assignors further agree that they will not take any action, or permit any action to be taken by others, subject to their control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Assignee under this Agreement.

4. **New Patents, Trademarks, and Licenses.** Assignors represent and warrant that the Patents, Trademarks, Copyrights and Licenses listed on **Exhibits "A", "B", "C" and "D"**, respectively, constitute all of the patents, trademarks, copyrights, applications and licenses, now owned by Assignors. If, before all Bank Indebtedness shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignors shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, tradenames, copyrights or licenses, or (ii) become entitled to the benefit of any patent, trademark or copyright application, trademark, trademark registration 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 **Article 2** above shall automatically apply thereto and Assignors shall give to Assignee prompt written notice thereof. Assignors hereby authorize Assignee to modify this Agreement by amending **Exhibit "A", "B", "C" and/or "D"**, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, tradenames, copyrights and licenses which are Patents, Trademarks, Copyrights or Licenses, as applicable, under **Article 2** above or under this **Section 4**. Assignors hereby agree to provide to Assignee such assignment or other documentation as Assignee may request to record Assignee's lien on such future Patents, Trademarks, Copyrights or Licenses.

5. **Royalties; Term.** Assignors hereby agree that the use by Assignee of all Patents, Trademarks, Copyrights and Licenses as described herein shall be worldwide and without any liability for royalties or other related charges from Assignee to Assignors. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder, or (ii) the date on which all Bank Indebtedness has been paid in full and the Loan Agreement is terminated.

6. **Assignee's Right to Inspect.** Assignee shall have the right, at any time and from time to time, to inspect Assignors' premises and to examine Assignors' books, records and operations, including, without limitation, Assignors' quality control processes. Assignors agree that Assignee, or a conservator appointed by Assignee, shall have the right to establish such additional reasonable product quality controls as Assignee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Trademarks. Assignors agree not to sell or assign its interest in, or grant any license under, the Patents, Trademarks, Copyrights or Licenses, without the prior written consent of Assignee.

7. **Termination.** This Agreement is made for collateral purposes only. Upon payment in full of all Bank Indebtedness and termination of the Loan Agreement, Assignee shall execute and deliver to Assignors a termination of Assignee's security interest granted herein and all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignors full title to the Patents, Trademarks, Copyrights and Licenses, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

8. **Duties of Assignors.** Assignors shall have the duty (i) to prosecute diligently any patent, trademark and copyright application pending as of the date hereof or thereafter until all Bank Indebtedness shall have been paid in full and the Loan Agreement is terminated, (ii) to make application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate, and (iii) to preserve and maintain all rights in patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights (“**IP Duties**”). Any expenses incurred in connection with such applications shall be borne by the Assignors. Assignors shall not abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application or any Patent, Trademark, License or Copyright (“**Abandonment**”) without the consent of the Assignee, which consent shall not be unreasonably withheld. Notwithstanding anything contained to the contrary in this Section 8, prior to the occurrence of an Event of Default, as defined in the Loan Agreement, Assignors may, in their good faith business judgment (which considers, among other things, Assignee’s interests), decline to perform their IP Duties with respect to one or more particular Patents, Trademarks, Licenses or Copyrights or, without Assignee’s consent, cause or permit an Abandonment (an “**IP Change Decision**”), provided that Assignors promptly notify Assignee of any such IP Change Decision.

9. **Event of Default.** Upon the occurrence of an Event of Default, Assignee may, without further notice to or consent of Assignors, immediately execute and record with all applicable offices (including, without limitation, the Patent and Trademark Office) an absolute assignment to Assignee by Assignors of all rights, title and interest of Assignors in and to the Patents, Trademarks, Copyrights, Licenses and other Collateral. Assignors hereby authorize and agree that Assignee may, through the power of attorney granted in **Section 14** hereof, irrevocably execute and deliver in Assignors’ name any and all such assignments and agreements and to take any and all other actions in Assignors’ name as Assignee shall deem reasonable or appropriate to transfer and convey all right, title and interest of Assignors in and to the Collateral to Assignee or any other person or entity selected by Assignee.

10. **Assignee’s Right to Sue.** Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks, Copyrights and/or Licenses, and any licenses thereunder, and, if Assignee shall commence any such suit, Assignors shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignors shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this **Section 10**.

11. **Waivers.** No course of dealing between Assignors and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement 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 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 4** hereof or by a writing signed by the parties hereto.

14. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Assignee's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignors hereby authorizes Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignors' true and lawful attorney-in-fact, with power to (i) endorse Assignors' names on all applications, documents, papers and instruments necessary or reasonably desirable for the Assignee to protect, evidence, perfect or enforce its security interest in the Patents, Trademarks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Assignee reasonably deems in the best interest of the Assignee, (iii) following an Event of Default, grant or issue any exclusive or non-exclusive license under any Patent or Trademark to anyone, including Assignee, and/or (iv) following an Event of Default, assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights or Licenses to anyone, including Assignee. Assignee may act under such power of attorney to take the actions referenced in **Section 4**. Assignee 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 all Bank Indebtedness shall have been paid in full and the Loan Agreement shall have been terminated. Assignors acknowledge and agree that this Agreement is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement but rather is intended to facilitate the exercise of such 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, Trademarks, Copyrights or Licenses may be located.

15. **Binding Effect; Benefits.** This Agreement shall be binding upon the Assignors and their successors and assigns, and shall inure to the benefit of Assignee, its nominees, successors and assigns.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

17. **No Novation.** This Agreement shall amend and restate, but not satisfy, the obligations of Assignors to Assignee under that certain Fourth Amended and Restated Patents, Trademarks, Copyrights and Licenses Security Agreement dated May 31, 2007 (the "**Prior Security Agreement**"). Nothing contained herein shall be deemed to constitute a novation or a satisfaction of the Prior Security Agreement, but the terms and conditions of this Agreement shall supersede the terms and conditions of the Prior Security Agreement.


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[signature pages to Fifth Amended and Restated Patents, Trademarks, Copyrights, and Licenses Security Agreement]


**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement the day and year first above written.

ASSIGNORS:

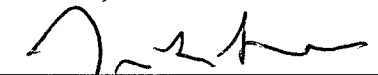
**SENTIENT JET HOLDINGS, LLC**

By:   
Name/Title: James Griffiths Vice President

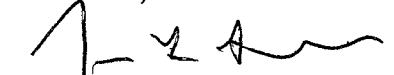
**SENTIENT FLIGHT GROUP, LLC**

By:   
Name/Title: James Griffiths Vice President

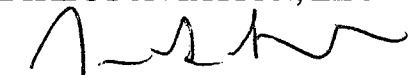
**CHESTER COUNTY AVIATION SERVICES, LLC**

By:   
Name/Title: James Griffiths Vice President

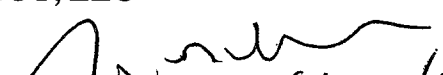
**REGAL JETS, LLC**

By:   
Name/Title: James Griffiths Vice President

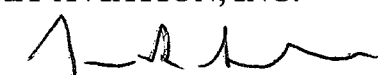
**JETDIRECT AVIATION, LLC**

By:   
Name/Title: James Griffiths Vice President

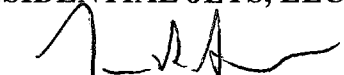
**AVBUY, LLC**

By:   
Name/Title: James Griffiths Vice President

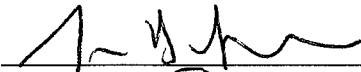
**SPIRIT AVIATION, INC.**

By:   
James R. Griffiths, Vice President


**PRESIDENTIAL JETS, LLC**

By:   
Name/Title: James Griffiths Vice President

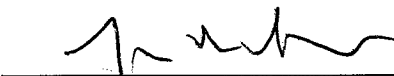
**SENTIENT JET, INC.**

By:   
Name/Title: James G. Roberts Vice President

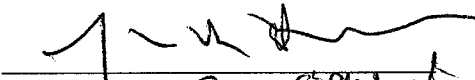
**PNFS, LLC**

By:   
Name/Title: James G. Roberts Vice President

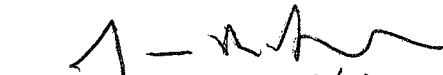
**AVIATION ACQUISITIONS CORP.**

By:   
Name/Title: James G. Roberts Vice President

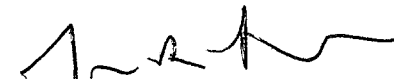
**ATLANTIC AVIATION FLIGHT SERVICES, INC.**

By:   
Name/Title: James G. Roberts Vice President

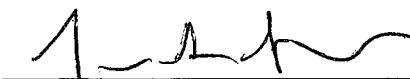
**SUNSET AVIATION, INC.**

By:   
Name/Title: James G. Roberts Vice President

**RACM, INC.**

By:   
Name/Title: James G. Roberts Vice President

**THE AIR GROUP, INC.**

By:   
Name/Title: James G. Roberts Vice President

ASSIGNEE:

SOVEREIGN BANK, on behalf of the  
Lenders

By:   
Paul A. Pyfer  
Senior Relationship Manager

**ACKNOWLEDGMENT**

**COMMONWEALTH OF PENNSYLVANIA**

:

**COUNTY OF CHESTER**

: **ss**

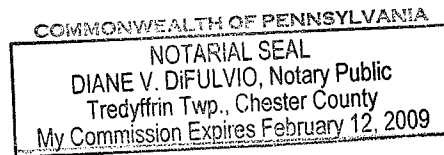
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On this 18<sup>th</sup> day of December, 2007, before me, a Notary Public, personally appeared Paul Pyfer, who acknowledged himself/~~herself~~ to be a duly acting Senior Relationship Manager of Sovereign Bank and that he as such officer, being duly authorized to do so, executed the foregoing Fifth Amended and Restated Patents, Trademarks, Copyrights and Licenses Security Agreement for the purposes therein contained by signing his/her name as such officer on behalf of such Assignor.

*Diane V. DiFulvio*

Notary Public: \_\_\_\_\_

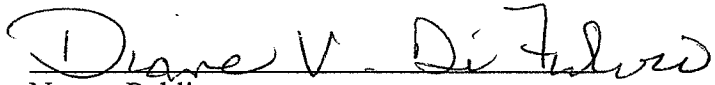
My Commission Expires: \_\_\_\_\_

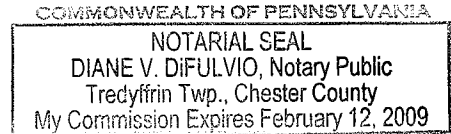


**ACKNOWLEDGMENT**

**COMMONWEALTH OF PENNSYLVANIA** :  
: **SS:**  
**COUNTY OF CHESTER** :

On this 18<sup>TH</sup> day of December, 2007, before me, a Notary Public, personally appeared James R. Griffiths, who acknowledged himself/herself to be the duly elected Vice President of Sentient Jet Holdings, LLC, and that he as such officer, being duly authorized to do so, executed the foregoing Fifth Amended and Restated Patents, Trademarks, Copyrights and Licenses Security Agreement for the purposes therein contained by signing his name as such officer on behalf of such Assignor.

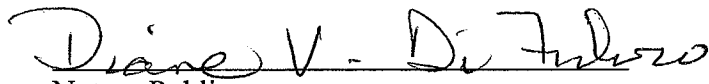
  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

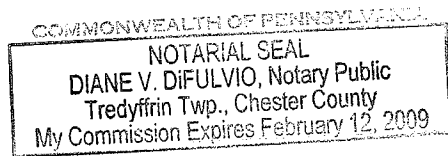


**ACKNOWLEDGMENT**

**COMMONWEALTH OF PENNSYLVANIA** :  
: **SS:**  
**COUNTY OF CHESTER** :

On this 18<sup>th</sup> day of December, 2007, before me, a Notary Public, personally appeared James R. Griffiths, who acknowledged himself/herself to be the duly elected Vice President of Sentient Flight Group, LLC, and that he as such officer, being duly authorized to do so, executed the foregoing Fifth Amended and Restated Patents, Trademarks, Copyrights and Licenses Security Agreement for the purposes therein contained by signing his name as such officer on behalf of such Assignor.

  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

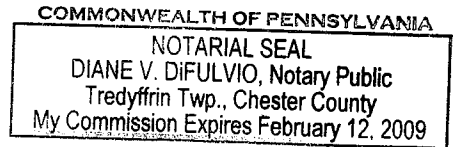


**ACKNOWLEDGMENT**

COMMONWEALTH OF PENNSYLVANIA :  
: ss:  
COUNTY OF CHESTER :

On this 18th day of December, 2007, before me, a Notary Public, personally appeared James R. Griffiths, who acknowledged himself/herself to be the duly elected Vice President of JetDirect Aviation, LLC, and that he as such officer, being duly authorized to do so, executed the foregoing Fifth Amended and Restated Patents, Trademarks, Copyrights and Licenses Security Agreement for the purposes therein contained by signing his name as such officer on behalf of Assignee.

Diane V. Di Fulvio  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

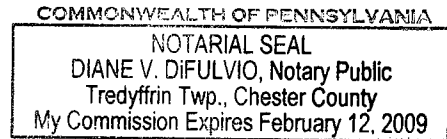


**ACKNOWLEDGMENT**

COMMONWEALTH OF PENNSYLVANIA :  
: ss:  
COUNTY OF CHESTER :

On this 18th day of December, 2007, before me, a Notary Public, personally appeared James R. Griffiths, who acknowledged himself/herself to be the duly elected Vice President of Avbuy, LLC, and that he as such officer, being duly authorized to do so, executed the foregoing Fifth Amended and Restated Patents, Trademarks, Copyrights and Licenses Security Agreement for the purposes therein contained by signing his name as such officer on behalf of Assignee.

Diane V. Di Fulvio  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**ACKNOWLEDGMENT**

**COMMONWEALTH OF PENNSYLVANIA**

:

: ss:

**COUNTY OF CHESTER**

:

On this 18<sup>TH</sup> day of December, 2007, before me, a Notary Public, personally appeared James R. Griffiths, who acknowledged himself/herself to be the duly elected Vice President of Spirit Aviation, Inc., and that he as such officer, being duly authorized to do so, executed the foregoing Fifth Amended and Restated Patents, Trademarks, Copyrights and Licenses Security Agreement for the purposes therein contained by signing his name as such officer on behalf of Assignee.

*Diane V. DiFulvio*

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL  
DIANE V. DiFULVIO, Notary Public  
Tredyffrin Twp., Chester County  
My Commission Expires February 12, 2009

**ACKNOWLEDGMENT**

**COMMONWEALTH OF PENNSYLVANIA**

:

: ss:

**COUNTY OF CHESTER**

:

On this 18th day of December, 2007, before me, a Notary Public, personally appeared James R. Griffiths, who acknowledged himself/herself to be the duly elected Vice President of Presidential Jets, LLC, and that he as such officer, being duly authorized to do so, executed the foregoing Fifth Amended and Restated Patents, Trademarks, Copyrights and Licenses Security Agreement for the purposes therein contained by signing his name as such officer on behalf of Assignee.

*Diane V. DiFulvio*

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL  
DIANE V. DiFULVIO, Notary Public  
Tredyffrin Twp., Chester County  
My Commission Expires February 12, 2009



**ACKNOWLEDGMENT**

**COMMONWEALTH OF PENNSYLVANIA**

:

: ss:

**COUNTY OF CHESTER**

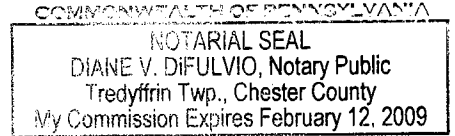
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On this 18th day of December, 2007, before me, a Notary Public, personally appeared James R. Griffiths, who acknowledged himself/herself to be the duly elected Vice President of Sentient Jet, Inc., and that he as such officer, being duly authorized to do so, executed the foregoing Fifth Amended and Restated Patents, Trademarks, Copyrights and Licenses Security Agreement for the purposes therein contained by signing his name as such officer on behalf of Assignee.

*Diane V. DiFulvio*

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**ACKNOWLEDGMENT**

**COMMONWEALTH OF PENNSYLVANIA**

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: ss:

**COUNTY OF CHESTER**

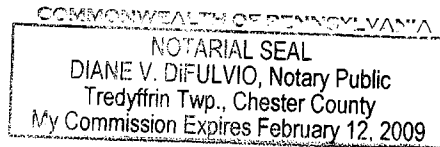
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On this 18th day of December, 2007, before me, a Notary Public, personally appeared James R. Griffiths, who acknowledged himself/herself to be the duly elected Vice President of PNFS, LLC, and that he as such officer, being duly authorized to do so, executed the foregoing Fifth Amended and Restated Patents, Trademarks, Copyrights and Licenses Security Agreement for the purposes therein contained by signing his name as such officer on behalf of Assignee.

*Diane V. DiFulvio*

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**ACKNOWLEDGMENT**

**COMMONWEALTH OF PENNSYLVANIA**

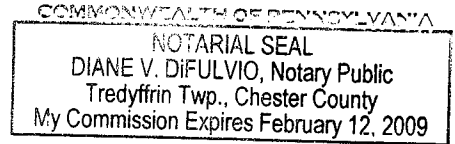
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: ss:  
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**COUNTY OF CHESTER**

On this 18th day of December, 2007, before me, a Notary Public, personally appeared James R. Griffiths, who acknowledged himself/~~herself~~ to be the duly elected Vice President of Aviation Acquisitions Corp., and that he as such officer, being duly authorized to do so, executed the foregoing Fifth Amended and Restated Patents, Trademarks, Copyrights and Licenses Security Agreement for the purposes therein contained by signing his name as such officer on behalf of Assignee.

*Diane V. DiFulvio*

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**ACKNOWLEDGMENT**

**COMMONWEALTH OF PENNSYLVANIA**

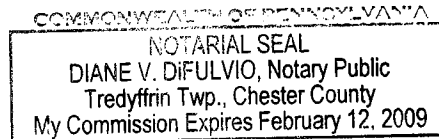
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: ss:  
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**COUNTY OF CHESTER**

On this 18th day of December, 2007, before me, a Notary Public, personally appeared James R. Griffiths, who acknowledged himself/~~herself~~ to be the duly elected Vice President of Atlantic Aviation Flight Services, Inc., and that he as such officer, being duly authorized to do so, executed the foregoing Fifth Amended and Restated Patents, Trademarks, Copyrights and Licenses Security Agreement for the purposes therein contained by signing his name as such officer on behalf of Assignee.

*Diane V. DiFulvio*

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

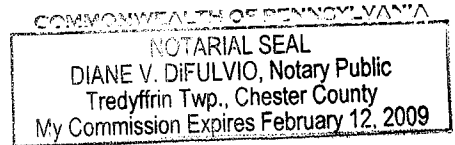


**ACKNOWLEDGMENT**

**COMMONWEALTH OF PENNSYLVANIA** :  
: **SS:**  
**COUNTY OF CHESTER** :

On this 18<sup>th</sup> day of December, 2007, before me, a Notary Public, personally appeared James R. Griffiths, who acknowledged himself/herself to be the duly elected Vice President of Sunset Aviation, Inc., and that he as such officer, being duly authorized to do so, executed the foregoing Fifth Amended and Restated Patents, Trademarks, Copyrights and Licenses Security Agreement for the purposes therein contained by signing his name as such officer on behalf of Assignee.

*Diane V. Di Fulvio*  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

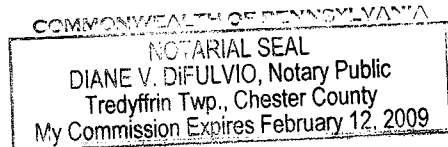


**ACKNOWLEDGMENT**

**COMMONWEALTH OF PENNSYLVANIA** :  
: **SS:**  
**COUNTY OF CHESTER** :

On this 18th day of December, 2007, before me, a Notary Public, personally appeared James R. Griffiths, who acknowledged himself/herself to be the duly elected Vice President of RACM, Inc. (f/k/a Hawker Beechcraft Charter and Management, Inc.), and that he as such officer, being duly authorized to do so, executed the foregoing Fifth Amended and Restated Patents, Trademarks, Copyrights and Licenses Security Agreement for the purposes therein contained by signing his name as such officer on behalf of Assignee.

*Diane V. Di Fulvio*  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**ACKNOWLEDGMENT**

**COMMONWEALTH OF PENNSYLVANIA**

:

: **ss:**

**COUNTY OF CHESTER**

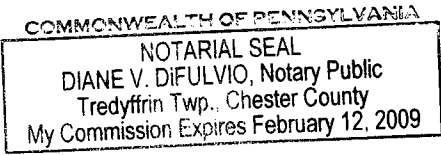
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On this 18<sup>th</sup> day of December, 2007, before me, a Notary Public, personally appeared James R. Griffiths, who acknowledged himself/~~herself~~ to be the duly elected Vice President of Chester County Aviation Services, LLC, and that he as such officer, being duly authorized to do so, executed the foregoing Fifth Amended and Restated Patents, Trademarks, Copyrights and Licenses Security Agreement for the purposes therein contained by signing his name as such officer on behalf of such Assignor.

*Diane V. DiFulvio*

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**ACKNOWLEDGMENT**

**COMMONWEALTH OF PENNSYLVANIA**

:

: **ss:**

**COUNTY OF CHESTER**

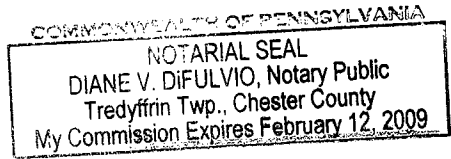
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On this 18<sup>th</sup> day of December, 2007, before me, a Notary Public, personally appeared James R. Griffiths, who acknowledged himself/~~herself~~ to be the duly elected Vice President of Regal Jets, LLC, and that he as such officer, being duly authorized to do so, executed the foregoing Fifth Amended and Restated Patents, Trademarks, Copyrights and Licenses Security Agreement for the purposes therein contained by signing his name as such officer on behalf of such Assignor.

*Diane V. DiFulvio*

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**ACKNOWLEDGMENT**

**COMMONWEALTH OF PENNSYLVANIA**

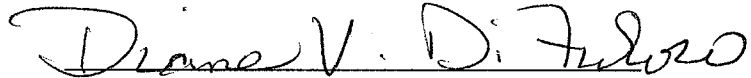
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: **ss:**

**COUNTY OF CHESTER**

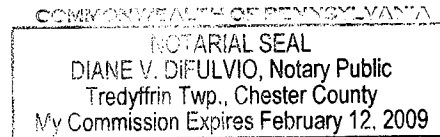
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On this 18th day of December, 2007, before me, a Notary Public, personally appeared James R. Griffiths, who acknowledged himself/herself to be the duly elected Vice President of The Air Group, Inc., and that he as such officer, being duly authorized to do so, executed the foregoing Fifth Amended and Restated Patents, Trademarks, Copyrights and Licenses Security Agreement for the purposes therein contained by signing his name as such officer on behalf of Assignee.



Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



Patents, Trademarks, Copyrights and Licenses Security Agreement for (Senior Lien)  
**EXHIBIT "A"**

**TO**

**PATENTS, TRADEMARKS, COPYRIGHTS  
AND LICENSES SECURITY AGREEMENT**

**Patents**

1. Sentient Holdings.

None.

2. Sentient Flight.

None.

3. Chester.

None.

4. Regal.

None.

5. JDA.

None.

6. Avbuy.

None.

7. Spirit.

None.

8. Presidential

None.

9. Sentient

#9135102 v3

Patents, Trademarks, Copyrights and Licenses Security Agreement for (Senior Lien)

None.

10. Atlantic

None.

11. AAC

None.

12. PNFS

None.

13. Sunset

None.

14. RACM

None.

15. AGI

None.

Patents, Trademarks, Copyrights and Licenses Security Agreement for (Senior Lien)  
**EXHIBIT "B"**

**TO**

**PATENTS, TRADEMARKS, COPYRIGHTS  
AND LICENSES SECURITY AGREEMENT**

**Trademarks**

<u>ASSIGNOR</u>	<u>MARK</u>	<u>REG. NO./SER. NO.</u>	<u>REG. DT.</u>
1. <u>Sentient Holdings.</u>			
	JETDIRECT	2968132	July 12, 2005
2. <u>Sentient Flight.</u>			
	None.	N/A	N/A
3. <u>Chester.</u>			
	None.	N/A	N/A
4. <u>Regal.</u>			
	None.	N/A	N/A
5. <u>JDA.</u>			
	JetCorp	2,323,670	February 29, 2000
6. <u>Avbuy.</u>			
	None.	N/A	N/A
7. <u>Spirit</u>			
	Great Circle	78,432,312	June 4 2004*
8. <u>Presidential</u>			
	None.	N/A	N/A



Patents, Trademarks, Copyrights and Licenses Security Agreement for (Senior Lien)

<u>ASSIGNOR</u>	<u>MARK</u>	<u>REG. NO./SER. NO.</u>	<u>REG. DT.</u>
9. <u>Sentient</u>	SENTIENT	2,805,846	August 9, 2002
	SENTIENT JET MEMBERSHIP logo	3,198,224	July 20, 2005
	THE SMARTEST WAY TO FLY PRIVATELY	2,863,681	November 5, 2002
	OWN THE EXPERIENCE. NOT THE JET.	2,811,864	November 13, 2002

Pursuant to Agreements listed below, Sentient has granted certain marketing partners the right to use its trade names in connection with marketing activities. In addition, and pursuant to the Agreements referenced in the preceding sentence, such marketing partners have granted Sentient the right to use the trade names of the marketing partners.

(a) Terms and Conditions for Worldwide Acceptance of the American Express Card by Private Charter Air Transportation providers executed in September 2004 between Sentient and American Express Travel Related Services Company, Inc., as amended by Private Jet Membership Addendum effective as of October 10, 2006.

(b) Private Jet Marketing Agreement (Membership) dated as of November 13, 2006 between Sentient and American Express Travel Related Services Company, Inc.

(c) American Express Membership Rewards Private Jet Rewards Program 2007 Membership Agreement [undated] between Sentient and American Express Travel Related Services Company, Inc.

(d) Private Jet Marketing Agreement dated September 2005 between Sentient and FSVO Sales and Marketing, Inc.

(e) Marketing Partnership and Corporate Private Jet Program Agreement dated January 1, 2005 between Sentient and The Garrett Hotel Group, Inc. "The Point" and "Lake Placid Lodge" are each owned by The Garrett Hotel Group, Inc.

(f) Letter of Agreement between Sentient and Hot Stix Golf (executed by Sentient on September 7, 2006 and by Hot Stix Golf on September 22, 2006).

Patents, Trademarks, Copyrights and Licenses Security Agreement for (Senior Lien)

(g) Private Jet Marketing Alliance Agreement dated April 27, 2006 between Sentient and David Leadbetter Enterprises, Inc.

(h) Partnership Letter Agreement dated February 20, 2006 between Sentient and Mr. Anthony Dias Blue.

(i) Resort Partnership and Private Jet Marketing Agreement dated May 30, 2006 among Sentient, Aspen Skiing Company and Stay Aspen/Snowmass.

(j) Agreement dated August 1, 2006 between Sentient and Carbon Group, LLC.

(k) Letter Agreement dated June 8, 2006 between Sentient and Banner Seventeen, LLC d/b/a the Boston Celtics.

(l) Memorandum of Understanding dated April 15, 2005 between Sentient and The Cleveland Clinic Foundation, as amended by Amendment to the Memorandum of Understanding (the amendment is undated, but was executed by The Cleveland Clinic Foundation on May 25, 2005 and by Sentient on June 15, 2005).

(m) Private Jet Marketing Agreement dated July 14, 2006 between Sentient and Cotton Bay Estates & Villas Ltd.

(n) Sponsorship and Marketing Agreement dated April 15, 2005 between Sentient and Napa Valley Vintners Association.

(o) Official Supplier Agreement dated August 1, 2005 between Sentient and Pebble Beach Company.

(p) Letter of Agreement between Sentient and PGA TOUR, Inc. (undated, but executed by Sentient on November 10, 2005 and by PGA TOUR, Inc. on November 18, 2005).

(q) Program Participation Agreement between Sentient and Saks Fifth Avenue (undated, but executed by Sentient on January 11, 2007 and by Saks Fifth Avenue on January 4, 2007).

(r) Term Sheet between Sentient and Solstice (undated, but executed by Sentient on July 27, 2006 and by Solstice on July 25, 2006).

(s) Private Jet Marketing and Sponsorship Agreement dated September 1, 2006 between Sentient and The United States Ski and Snowboarding Association.

(t) Private Jet Marketing Agreement dated April 2005 between Sentient and Villas del Mar.

Patents, Trademarks, Copyrights and Licenses Security Agreement for (Senior Lien)

(u) Corporate Private Jet Program Agreement dated April 2005 between Sentient and Villas del Mar.

(v) Giftcards Purchase Agreement dated April 2005 between Sentient and Villas del Mar.

(w) Private Jet Sponsorship Agreement (Royalty Agreement) dated as of June 2006 between Sentient and Before & After Productions LLC.

(x) Private Jet Sponsorship Agreement (events) dated as of June 2006 between Sentient and Before & After Productions LLC.

(y) Private Jet Charter Alliance Agreement dated as of April 13, 2005 between Sentient and Air Partner Plc.

(z) Oral agreements with each of the following vineyards: Chateau Montelena Winery, Staglin Family Vinyard, Callistoga Ranch, Landmark and Opus One.

(aa) Oral agreements with each of Club Corp. and Pinehurst.

(bb) Private Jet Agreement dated as of March 12, 2007 between Sentient and Timbers Company, Inc.

<u>ASSIGNOR</u>	<u>MARK</u>	<u>REG. NO./SER. NO.</u>	<u>REG. DT.</u>
10. <u>Atlantic Aviation Flight Services</u>	ATLANTIC AVIATION FLIGHT SERVICES	78/525,244	December 1, 2004

Pursuant to Agreements listed below, Atlantic Aviation Flight Services has granted certain marketing partners the right to use its trade names in connection with marketing activities. In addition, and pursuant to the Agreements referenced in the preceding sentence, such marketing partners have granted Atlantic Aviation Flight Services the right to use the trade names of the marketing partners.

(a) Private Jet Marketing Agreement (Carrier) dated as of November 13, 2006 between Atlantic Aviation Flight Services and American Express Travel Related Services Company, Inc.

(b) American Express Membership Rewards Private Jet Rewards MR Program 2007 Charter Agreement [undated] between Atlantic Aviation Flight Services and American Express Travel Related Services Company, Inc.

Patents, Trademarks, Copyrights and Licenses Security Agreement for (Senior Lien)

11. AAC

None.

12. PNFS

None.

13. Sunset

None.

14. RACM

Sentient retains the rights to use trade name "Hawker Beechcraft Charter and Management, Inc.," for a period of six (6) months beginning October 22, 2007.

15. AGI

Trademark	Owner	Serial Number	Registration Number	Registration Date	Status
THE AIR GROUP	The Air Group, Inc.	76019450	2,475,488	August 7, 2001	Live

Servicemark	Owner	Serial Number	Filing Date	Status
SMARTFUEL!	The Air Group, Inc.	77/059,700	December 7, 2006	Application Pending

\* - Registration Date

Patents, Trademarks, Copyrights and Licenses Security Agreement for (Senior Lien)  
**EXHIBIT "C"**

**TO**

**PATENTS, TRADEMARKS, COPYRIGHTS  
AND LICENSES SECURITY AGREEMENT**

**Copyrights**

1. Sentient Holdings.

None.

2. Sentient Flight.

None.

3. Chester.

None.

4. Regal.

None.

5. JDA.

None.

6. Avbuy.

None.

7. Spirit

None.

8. Presidential

None.

9. Sentient Jet

None.

#9135102 v3

Patents, Trademarks, Copyrights and Licenses Security Agreement for (Senior Lien)

10. Atlantic

None.

11. AAC

None.

12. PNFS

None.

13. Sunset

None.

14. RACM

None.

15. AGI

None.

Patents, Trademarks, Copyrights and Licenses Security Agreement for (Senior Lien)  
**EXHIBIT "D"**

**TO**

**PATENTS, TRADEMARKS, COPYRIGHTS  
AND LICENSES SECURITY AGREEMENT**

**Licenses**

1. Sentient Holdings.

Microsoft Enterprise Licensing  
Blackberry Enterprise Server (JetDirect and Spirit)  
Many Windows 2003 Server licenses  
Corridor Enterprise  
Great Plains Integration Manager  
MDSN Developer Subscription  
Citrix Servers  
Great Plains Professional Services Tools Library  
PASSUR (ten licenses)

2. Sentient Flight.

Great Plains Accounting Package – no formal documentation exists.  
License to use Microsoft software – license cannot be located.  
License to operate Symantec software - license cannot be located.  
License to operate Flight Operations Software - license cannot be located.  
Web Hosting Arraignment with Verios.  
Arrangement for wireless internet access with PC Anywhere.

Patents, Trademarks, Copyrights and Licenses Security Agreement for (Senior Lien)

3. Chester.

CTA Perpetual Software License Agreement by and between Computer Technologies for Aviation, Inc. and JetDirect Aviation dated September 12, 2003 as modified on January 11, 2005.

Chester purchased licenses from Horizon Business Concepts for its TotalFBO software. Chester cannot locate the license(s) that govern its use of this software.

4. Regal.

Business Aviation Software and Support Agreement by and between Regal Aviation and Wellington Royce, dated December 8, 2004.

Customer Software License Agreement by and between Regal Aviation, LLC and New Generation Software, Inc., dated August 30, 2002.

AMSTAT, web based Aircraft Research Database that provides the tail number, owner, aircraft type and other information - subscription service – no written agreement and expires December 6, 2006.

Sales Order by and between Flight Dimensions International, d/b/a Flight Explorer, dated August 31, 2004.

Seagil Software, web based Flight Scheduling Software used by charter and dispatch department - subscription service – no written agreement and expires December 6, 2006.

WINGMAN Sales and Order Agreement by and between Regal Aviation and Wyvern Consulting, dated January 13, 2004.

Subscription Agreement by and between Regal Aviation, LLC and CharterX Corp dated February 15, 2005.

5. JDA.

CTA Perpetual Software License Agreement between Computing Technologies for Aviation, Inc. and JetCorp, LLC dated March 21, 2002.

Great Plains Dynamics Enhancement Program, August 15, 2005 (software license).

SeattleLab Mail Pro User License number 3B9866CA16EBB.

JetNet Service Agreement between JetCorp, LLC and JETNET, LLC, dated April 1, 2004 (includes software license).



Patents, Trademarks, Copyrights and Licenses Security Agreement for (Senior Lien)

Service Agreement between Mail By Design, L.L.C. and JetCorp, LLC, dated July 28, 2004 (includes software license).

Software License and Services Agreement between Cornerstone Logic, Inc. and JetCorp, LLC, dated March 17, 2005.

Flightview Data Feed, Software License and Support Agreement between RLM Software, Inc. and JetCorp, LLC, dated February 25, 2005.

WSI Pilotbrief Services Agreement # 32151 between WSI Corporation and JetCorp, LLC, as amended by Sales Addendum dated April 27, 2004 (includes software license).

Corridor Subscription Agreement between Continuum Applied Technology, Inc. and JetCorp, LLC dated January 19, 2004 (software license).

Symantec Product Upgrade Certificate for Symantec Antivirus Corporate Edition 9.0, Original Certificate number 2690274, Expires 3-19-06.

WSI Inflight Dealer Agreement between WSI Corp. and JetCorp LLC, dated May 14, 2003 (includes a limited, non-exclusive license to use WSI Corp. trademarks).

Domestic Aviation Distributor Agreement between Garmin, USA, Inc. and JetCorp LLC, dated May 30, 2003 (includes a limited, non-exclusive license to use Garmin USA, Inc. trademarks in advertisements and promotional materials).

Authorized Sales and Service Center Agreement between Honeywell International Inc. and JetCorp, LLC dated January 2, 2005: Olathe Agreement Number 001411 and Phoenix Agreement Number 62141 (includes a limited license to use Honeywell trade names and trademarks and any software that may be provided to the Company).

Authorized Service Center Agreement No. 2005-2452 dated October 2, 2005 by and among Honeywell International, Inc., Honeywell Intellectual Properties Inc. and JetCorp, LLC (includes a limited license for the use of certain proprietary and technical information and for software).

6. Avbuy

None.

7. Spirit

Promis software

Patents, Trademarks, Copyrights and Licenses Security Agreement for (Senior Lien)  
CTA Perpetual Software License

Netware 6.5

Microsoft Windows Terminal Server

Netware 6.25 – from anywhere

Netware 6.25 – E-Lic

Groupwise

Netware 6 E-Software Media Kit

Symantec CE 10.1

CYMA, S/N:

(a) SM-CY-03-F-0-349844FF

(b) GL-CY-03-F-0-11C2CB00

(c) AP-CY-05-F-0-32F11E80

(d) AR-CY-05-F-0-017329FF

(E) F9-CY-05-F-0-03E4E200

DVD Studio Pro 2 Retail

QuickTime Pro

FileMaker

8. Presidential

Microsoft Windows Server 2003 R2 Standard Edition - License - 1 server.

BrightStor ARCserve Backup for Windows w/SP 1 - (v. 11.5) – complete package - 1 server - Win - Multiple.

BrightStor ARCserve Backup Client Agent for Windows.

Integrated Lights-Out Advanced Pack - W/ activation key.

Global Electronic Services for delivery and receipt of certain electronic messages are leased pursuant to that certain Venali Service Agreement by and between Venali, Incorporated and Presidential Aviation, Inc. dated July 17, 2006.

Patents, Trademarks, Copyrights and Licenses Security Agreement for (Senior Lien)

9. Sentient

Meteorlogix Subscription.

In addition Sentient has licensed various software through either clickwrap or shrinkwrap licenses.

10. Atlantic

Flight Explorer.

CTA Perpetual Software License.

NavPak (AcuKwik).

FlightView.

In addition Atlantic Aviation Flight Services has licensed various software through either clickwrap or shrinkwrap licenses.

11. AAC

None.

12. PNFS

None.

13. Sunset

EBis License Agreement for electronic billing information system. Valid until September 27, 2007. Renews annually.

QuickBooks Enterprise Solutions License Number 2543-0316-1692-629

CTA Perpetual Software License Agreement , dated September 5, 2000, upgraded May 24, 2005 to include:

Scheduling

Charter quotes

Flight logs

Crew Legality (Part 135 Regs)

Microsoft Windows on-line registration

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14. RACM

RACM has licensed various software through either clickwrap or shrinkwrap licenses.

15. AGI

AGI has licensed various software through either clickwrap or shrinkwrap licenses.

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