

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Jay Group, Ltd.		01/25/2007	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Praesidian II SPV I, LP		
<b>Street Address:</b>	419 Park Avenue South		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	Financial Institution:		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1317074	CORSINA	
Registration Number:	0471963		
Registration Number:	1736732	ASHLEY NOELLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(608)824-7001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	jcyr@nameprotect.com		
<b>Correspondent Name:</b>	Jeffrey Boyle		
<b>Address Line 1:</b>	1133 Avenue of the Americas		
<b>Address Line 2:</b>	Corporation Service Company		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>NAME OF SUBMITTER:</b>	John Cyr		
<b>Signature:</b>	/johncyr/		
<b>Date:</b>	02/29/2008		

CH \$90.00 1317074

**Total Attachments: 6**

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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

The Jay Group, Ltd.  
436 N. Pearl Street  
Rocky Mount, NC 27804

- Individual(s)
- General Partnership
- Corporation-State: NC
- Other \_\_\_\_\_
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyances:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: January 25, 2007

2. Name and address of receiving party(ies):

Name: Praesidian II SPV I, LP

Internal Address: \_\_\_\_\_

Street Address: 419 Park Avenue South

City: New York State: NY ZIP: 10016

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other Financial Institution

If assignee is not domiciled in the United States, a domestic representative designation is attached  Yes  No

(Designations must be a separate document from Assignment)

Additional Name(s) & address(es) attached?  Yes  No

4. Application Number(s) or registration number(s):

A. Trademark Application.(s)

See attached Schedule 1

B. Trademark registration No.(s)

See attached Schedule 1

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: \_\_\_\_\_

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

6. Total number of applications and registrations involved: .....

7. Total fee (37 CFR 3.41): ..... \$ \_\_\_\_\_

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document*

Padma Ghatage, Esq.

Name of Person Signing

Signature

January 29, 2008

Date

Total number of pages including coversheet, attachments and document:

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 25 day of January, 2008, by THE JAY GROUP, LTD., a North Carolina corporation ("Grantor"), in favor of PRAESIDIAN II SPV 1, LP ("Praesidian 1"), in its capacity as Agent for the Purchasers party to the Note Purchase Agreement (defined below) ("Grantee"):

### WITNESSETH

WHEREAS, Grantor, Grantee, Praesidian 1 and Praesidian II SPV 2, LP ("Praesidian 2" and together with Praesidian 1, collectively the "Purchasers") are parties to a certain Note and Securities Purchase Agreement dated as of the date hereof (as the same may be amended or otherwise modified from time to time, the "Note Purchase Agreement"), providing for sale of certain notes and other securities by Grantor to Purchasers; and

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of the date hereof among Grantor, Grantee, Jay Aviation Inc., a North Carolina Corporation and B. Klitzner & Sons, Inc., a North Carolina corporation (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for its benefit and for the benefit of Purchasers, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of the obligations secured under the Security 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, Grantor agrees as follows:

1. Incorporation of Note Purchase Agreement and Security Agreement. The Note Purchase Agreement and 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 Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the obligations secured under the Security Agreement, Grantor hereby grants to Grantee, for its benefit and the benefit of Purchasers, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in 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 1 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 forgoing, including without limitation, any claim by 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.

**[Signature page follows]**

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

THE JAY GROUP, LTD.

By:   
Its: CEO

Agreed and Accepted

As of the Date First Written Above

PRAESIDIAN II SPV 1, LP, in its capacity as Agent

By Praesidian II SPV I G.P., Inc., its general partner

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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

THE JAY GROUP, LTD.


By: \_\_\_\_\_  
Its: \_\_\_\_\_

Agreed and Accepted

As of the Date First Written Above

PRAESIDIAN II SPV 1, LP, in its capacity as Agent

By Praesidian II SPV I G.P., Inc., its general partner

By:   
Its: \_\_\_\_\_

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS**

<b><u>Trademark Description</u></b>	<b><u>Serial No.</u></b>	<b><u>U.S. Registration No.</u></b>	<b><u>Date Registered</u></b>
Corsina	N/A	1317074	01/29/85
Corsina Mexico	N/A	471963	10/21/94
Ashley Noell	74267519	1736732	12/01/92