

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
Piedmont/Hawthorne Holdings, Inc.		02/29/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Landmark FBO, LLC		
Street Address:	2930 W. Sam Houston Parkway N. Suite 200		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77043		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3113120	LANDMARK AVIATION	
CORRESPONDENCE DATA			
Fax Number:	(312)660-0471		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-861-6371		
Email:	rprescan@kirkland.com		
Correspondent Name:	Renee Prescan		
Address Line 1:	200 E. Randolph Drive		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	36762-381 RMP		
NAME OF SUBMITTER:	Renee M. Prescan		
Signature:	/Renee M. Prescan/		
Date:	02/29/2008		

CH \$40.00 3113120

Total Attachments: 5

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ASSIGNMENT

This ASSIGNMENT ("Assignment") dated as of Feb. 29, 2008 (the "Effective Date") is made by and between Piedmont/Hawthorne Holdings, Inc., a Delaware corporation with an office at 1524 West 14th Street, Suite 110, Tempe, AZ 85281 ("Assignor") and Landmark FBO, LLC, a Delaware limited liability company with an office at 2930 W. Sam Houston Parkway N. Suite 200 Houston, Texas 77043 ("Assignee").

WHEREAS, MRO Acquisition LLC and Piedmont/Hawthorne Canada Holdings, Inc. (collectively, "Sellers"), and Assignee, amongst others, have entered into that certain Purchase Agreement, dated as of November 22, 2007 (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Sellers agree to cause its Affiliate (as defined in the Purchase Agreement), the Assignor, to enter into this Assignment, pursuant to which Assignor sells, assigns, and transfers all right, title and interest in and to each trademark, service mark, and domain name identified on Attachment A hereto, and the goodwill symbolized thereby (collectively, the "Trademarks"); and

WHEREAS, Assignee desires to receive such assignment of the Trademarks.

NOW, THEREFORE, for good and valuable consideration, including the premises and covenants set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Subject to the terms and conditions of the Purchase Agreement, Assignor hereby sells, assigns and transfers to Assignee, and Assignee hereby accepts the sale, assignment and transfer from Assignor of all Assignor's right, title and interest in and to the Trademarks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the owner of the Trademarks, as assignee of the entire right, title and interest in and to the same.

This Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflicts of laws provisions thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee each has caused this Assignment to be executed by its respective duly authorized representative as of the Effective Date.

Piedmont/Hawthorne Holdings, Inc.

By: 

Name: Ramon E. Nunez
Title: General Counsel and
Secretary

Landmark FBO, LLC

By: _____

Name:
Title:

[Signature Page to Assignment]

IN WITNESS WHEREOF, Assignor and Assignee each has caused this Assignment to be executed by its respective duly authorized representative as of the Effective Date.

Piedmont/Hawthorne Holdings, Inc.

By: _____
Name: Ramon E. Nunez
Title: General Counsel and
Secretary

Landmark FBO, LLC

By: Craig Bondy
Name: Craig Bondy
Title: President

[Signature Page to Assignment]

TRADEMARK

REEL: 003729 FRAME: 0702

Attachment A

Trademarks

Mark	Jurisdiction	Registration No.	Registration Date
LANDMARK AVIATION	United States	3,113,120	07/04/2006
LANDMARK AVIATION	European Community	4,575,833	06/27/2006
LANDMARK AVIATION SERVICES	European Community	4,575,858	06/27/2006
LANDMARK AVIATION SERVICES	Norway	234644	08/30/2006
LANDMARK AVIATION	Norway	234643	08/30/2006
LANDMARK AVIATION SERVICES	Canada	1267505 (App. No.)	08/05/2005 (App. Date)
LANDMARK AVIATION	Canada	1267506 (App. No.)	08/05/2005 (App. Date)
LANDMARK AVIATION	Switzerland	541678	01/25/2006 (Date of Last Publication)
LANDMARK AVIATION SERVICES	Switzerland	541677	01/25/2006 (Date of Last Publication)
LANDMARK AVIATION	India	1477356 (App. No.)	08/08/2006 (App. Date)

Unregistered Trademark



Domain Names

fbovancouver.com
piedmonthawthorne.com
phhi.net