

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC, as Collateral Agent		02/29/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	Corporate Jets, Inc.
Street Address:	1524 West 14th Street
Internal Address:	Ste 110
City:	Tempe
State/Country:	ARIZONA
Postal Code:	85281
Entity Type:	CORPORATION: PENNSYLVANIA

Name:	Piedmont/Hawthorne Holdings, Inc.
Street Address:	1524 West 14th Street
Internal Address:	Ste 110
City:	Tempe
State/Country:	ARIZONA
Postal Code:	85281
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1830595	CORPORATE JETS
Registration Number:	3113120	LANDMARK AVIATION

CORRESPONDENCE DATA

Fax Number: (202)756-9299

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 8002210770

TRADEMARK

REEL: 003731 FRAME: 0650

900100661

CH \$65.00 1830595

Email: matthew.mayer@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:

CSC # 468313

NAME OF SUBMITTER:

Matthew Mayer

Signature:

/Matthew Mayer/

Date:

03/04/2008

Total Attachments: 4

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EXECUTION VERSION

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of February 29, 2008 (the "Effective Date") between CORPORATE JETS, INC., a Pennsylvania corporation, located at 1524 W. 14th Street, Suite 110, Tempe, Arizona, 85281 and PIEDMONT/HAWTHORNE HOLDINGS, INC., a Delaware corporation, located at 1524 W. 14th Street, Suite 110, Tempe, Arizona, 85281 (individually a "Pledgor", collectively the "Pledgors"), and BARCLAYS BANK PLC, a bank, located at 200 Park Avenue, New York, New York, 10166, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent") for the Secured Parties.

WHEREAS, pursuant to the terms and conditions of that certain Security Agreement, dated as of July 31, 2007, between the Pledgors and the Collateral Agent, for itself and the benefit of the Secured Parties, among others, (as amended, amended and restated, supplemented, or otherwise modified from time to time, (the "Security Agreement"), (all capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement or the Trademark Security Agreement, as applicable), the Pledgors granted to the Collateral Agent a lien on and continuing security interest in and to all of their right, title and interest in, to and under the Pledged Collateral set forth in the Trademark Security Agreement, including without limitation the trademark registrations and trademark applications set forth on Schedule I hereto (collectively, the "Trademark Collateral") together with the goodwill associated therewith;

WHEREAS, the Pledgors and the Collateral Agent, for itself and the benefit of the Secured Parties, amongst others, entered into a certain Trademark Security Agreement, dated as of July 31, 2007 (as amended, amended and restated, supplemented, or otherwise modified from time to time, (the "Trademark Security Agreement").

WHEREAS, the Trademark Security Agreement was recorded with the Assignment Division of the U.S. Patent & Trademark Office on August 1, 2007 at Reel 03589 and Frame 0637, and on August 16, 2007, to correct the list of conveying parties, at Reel 03602 and Frame 0837; and

WHEREAS, Pledgors have satisfied all of their outstanding indebtedness to Collateral Agent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates the Trademark Security Agreement, and hereby terminates, cancels, re-pledges, reassigns and releases any and all liens it has on and security interests it has in, to and under the Trademark Collateral together with the goodwill associated therewith.


If and to the extent the Collateral Agent has acquired any right, title or interest in, to, or under any of the Trademark Collateral together with the goodwill associated therewith, it hereby assigns and transfers such rights, title or interest to the Pledgors.

The Collateral Agent shall take all further actions, and provide to the Pledgors and each of its respective successors, assigns or other legal representatives, all such cooperation and

assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by the Pledgors to more fully and effectively effectuate the purposes of this Release.

IN WITNESS WHEREOF, BARCLAYS BANK PLC has caused this Release of
Trademarks to be duly executed as of the day and year first above written.

BARCLAYS BANK PLC,
as Collateral Agent

By: 
Name: David E. Barton
Title: Associate Director

[Trademark Release]

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN TRADEMARKS
TRADEMARK REGISTRATIONS

Trademarks:

Jurisdiction	Mark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner/ Comments
United States	CORPORATE JETS	1,830,595	04/12/1994	Corporate Jets, Inc.
United States	LANDMARK AVIA- TION	3,113,120	07/04/2006	Piedmont/Hawthorne Holdings, Inc.