

FORM PTO-1594
1-31-92

REC

03-04-2008

IEET U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



103486067

Tab settings =>=>

To the Honorable Commissioner of Pa

ed original documents or copy thereof.

1. Name of conveying party(ies):
 The Jay Group, Ltd.
 436 N. Pearl Street
 Rocky Mount, NC 27804

2-28-08

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

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

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

3. Nature of conveyances:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: January 25, 2007

4. Application Number(s) or registration number(s):
 A. Trademark Application.(s)
See attached Schedule 1

Additional numbers attached? Yes No

B. Trademark registration No.(s)
See attached Schedule 1

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Tina Qualls
 Internal Address: c/o Corporation Service Company

 Street Address: 1133 Avenue of the Americas

 City: New York State: NY ZIP: 10036

6. Total number of applications and registrations involved: X2

7. Total fee (37 CFR 3.41): \$ 90.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
504274
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

03/03/2008 MJAMAL 00000038 504274 1317074
 01 FC:8521 40.00 DA
 02 FC:8522 25.00 DA

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. *Padma Ghatage* January 29, 2008
 Name of Person Signing Signature Date

Total number of pages including coversheet, attachments and document: 6

Mail documents to be recorded with required coversheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

MATTHEW MAYER
 Authorized Account user

Matthew Mayer

FEB. 28, 2008

TRADEMARK
 REEL: 003736 FRAME: 0055

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: _____

1386525 --- signature page to Trademark Security Agreement

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

Trademark Description	Serial No.	Registration No(s).	Date Registered
Corsina	N/A	1317074 (U.S.)	1/29/85
		471963 (Mexico)	10/21/94
Ashley Noell	74267519	1736732 (U.S.)	12/01/92