

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	SECURITY INTEREST														
CONVEYING PARTY DATA															
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Air Serv Corporation</td> <td></td> <td>06/11/2010</td> <td>CORPORATION: GEORGIA</td> </tr> <tr> <td>Air Serv Security, Inc.</td> <td></td> <td>06/11/2010</td> <td>CORPORATION: GEORGIA</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Air Serv Corporation		06/11/2010	CORPORATION: GEORGIA	Air Serv Security, Inc.		06/11/2010	CORPORATION: GEORGIA		
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CORRESPONDENCE DATA															
<p>Fax Number: (615)742-0410 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 615-742-7760 Email: trademarks@bassberry.com Correspondent Name: Robert L. Brewer Address Line 1: 150 3rd Avenue South Address Line 2: Suite 2800 Address Line 4: Nashville, TENNESSEE 37201</p>															
ATTORNEY DOCKET NUMBER:	108157-130														
NAME OF SUBMITTER:	Robert L. Brewer														
Signature:	/Robert L. Brewer/														

CH \$40.00 3480635

Date:

06/15/2010

Total Attachments: 11

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Trademark Security Agreement

This instrument and the rights and obligations evidenced hereby and any security interests or other liens securing such obligations are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement (the "Subordination Agreement") dated June 11, 2010, among Petra Growth Fund II, L.P., Air Serv Corporation and Air Serv Security, Inc. (collectively, "Company"), First Citizens Bank and Trust Company, Inc. ("First Citizens"), and Regions Bank ("Regions"), and together with First Citizens, collectively, the "Senior Lenders"), to the indebtedness (including interest) owed by Company to the Senior Lenders, as the same may have been and hereafter may be amended, supplemented or otherwise modified from time to time, and to indebtedness refinancing the foregoing to the extent set forth in the Subordination Agreement; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made on June 11, 2010, by and among AIR SERV CORPORATION, a Georgia corporation ("Air Serv"), AIR SERV SECURITY, INC., a Georgia corporation, each having its principal place of business at 3399 Peachtree Road, N.E., Suite 1800, Atlanta, Georgia 30326 ("Air Security"; Air Serv and Air Security are collectively referred to herein as "Companies" and individually as "Company"), and PETRA GROWTH FUND II, L.P., a Delaware limited partnership having an office at 3825 Bedford Avenue, Suite 101, Nashville, Tennessee 37215 (together with its successors and assigns, "Lender").

RECITALS:

1. Companies requested that Lender make available to Companies a term loan in the original principal amount of Eleven Million and No/100ths Dollars (\$11,000,000.00) (the "Loan") for the purposes hereinafter set forth pursuant to that certain Loan Agreement dated on or about the date hereof (as at any time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), by and among Companies and Lender.

2. A condition to Lender's willingness to make the Loan to Companies pursuant to the Loan Agreement is each Company's execution and delivery of this Agreement. To induce Lender to make the Loan, each Company has agreed to grant a continuing security interest in and to the Trademark Collateral (as hereinafter defined) to Lender as security for the timely payment and performance of the Obligations.

AGREEMENTS:

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Company hereby agrees with Lender as follows:

1. Each capitalized term used herein (including, without limitation, those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to such term in the Loan Agreement. As used herein, the term "Full Payment" shall mean full,

final and indefeasible payment of the Obligations.

2. To secure the prompt payment and performance of all of the Obligations, each Company hereby grants, assigns and pledges to Lender a continuing security interest in and Lien upon all of the following property of such Company, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended, modified, restated or supplemented from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due 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 trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks", and each individually, a "Trademark");

(b) the goodwill of such Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. Each Company represents and warrants to Lender that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon filing of a UCC-1 financing statement in the applicable recording office of such Company's jurisdiction of incorporation, such financing statement and this Agreement will create a legal, valid and perfected Lien upon and security interest in the Trademark Collateral that is listed on Exhibit A attached hereto, enforceable against such Company in accordance with its terms;

(c) To such Company's knowledge, no claim has been made that the use of any of the Trademarks does or may violate the rights of any Person;

(d) Such Company has the right to enter into this Agreement and perform its terms;

(e) Each of the Trademarks is valid and enforceable; and

(f) Such Company is now and shall continue to be the sole and exclusive owner of the entire right, title and interest in and to all of its Trademark Collateral, free and clear of any Liens, charges and encumbrances (except Permitted Liens and except

for licenses permitted pursuant to paragraph 6 below), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by such Company not to sue third Persons.

4. Each Company covenants and agrees with Lender that except for Trademarks abandoned by such Company in the ordinary course of business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), such Company covenants and agrees with Lender that such Company has maintained and will continue to maintain for the duration of this Agreement, the registration of its registered Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Trademark as required by applicable law to maintain the registration thereof without loss of protection therefor.

5. Each Company hereby grants to Lender, and its employees and agents, the visitation, audit, and inspection rights with respect to such Company and its Trademark Collateral as set forth in the Security Agreement.

6. Until Full Payment of the Obligations, no Company shall enter into any license agreement relating to any of the Trademarks with any Person except licenses that exist on the date hereof (as may be extended or renewed) and non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of such Company in the regular and ordinary course of such Company's business as presently conducted or proposed to be conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with such Company's obligations under this Agreement.

7. If, before Full Payment of all of the Obligations, any Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or registered trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and such Company shall give to Lender prompt notice thereof in writing.

8. Each Company irrevocably authorizes and empowers Lender to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications under paragraph 2 or paragraph 7 hereof.

9. At any time that an Event of Default exists, Lender shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies of a secured party under the UCC and all other rights and remedies under any other applicable law. Without limiting the generality of the foregoing at any time during the existence of an Event of Default, Lender may immediately, without demand of performance and without notice (except as described in the next sentence, if required by applicable law), or demand whatsoever to any Company, each of which each Company hereby expressly waives, collect directly any payments due to such Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the

Trademark Collateral. Each Company hereby agrees that ten (10) days written notice to such Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice. At any such sale or disposition, Lender may, to the extent permitted by applicable law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of any Company, which right each Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all costs and expenses incurred by Lender in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees), Lender shall apply the remainder of such proceeds to the payment of the Obligations, in such order or manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Full Payment of all of the Obligations shall be paid over to Companies. If any deficiency shall arise, each Company shall remain jointly and severally liable therefor.

10. Each Company hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select, as such Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse such Company's name on all applications, documents, papers and instruments necessary for Lender to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. Each Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of all of the Obligations.

11. Any and all fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise in protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by Companies (it being the intent of each Company and Lender that Companies shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Lender in its sole discretion, shall be reimbursed by Companies to Lender **on demand** by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the per annum rate of interest then applicable to Base Rate Loans.

12. Each Company shall use commercially reasonable efforts to detect any infringers of the Trademarks and shall notify Lender in writing of material infringements detected. Each Company shall have the obligation (subject to such Company's reasonable discretion in the ordinary course of business or, if an Event of Default exists, promptly upon Lender's request), through counsel reasonably acceptable to Lender, to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or applied

for or thereafter until Full Payment of the Obligations, to make federal application on registrable but unregistered Trademarks (subject to such Company's reasonable discretion in the ordinary course of business or, if an Event of Default exists, promptly upon Lender's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts that are deemed necessary or desirable by Lender to preserve and maintain all rights in the Trademarks that are material to the Company's business. Any expenses incurred in connection with such applications or proceedings shall be borne by Companies. No Company shall abandon any right to file a trademark application, or any pending trademark application or Trademark without the prior written consent of Lender, unless such Company has determined that such trademark application or trademark is no longer necessary or material to the conduct of its business.

13. Notwithstanding anything to the contrary contained in paragraph 12 hereof, at any time that an Event of Default exists, Lender shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events each Company shall at the request of Lender do any and all lawful acts (including, without limitation, bringing suit) and execute any and all proper documents required by Lender to aid such enforcement or defense, and Companies shall promptly, **upon demand**, reimburse and indemnify Lender for all costs and expenses incurred in the exercise of its rights under this paragraph

14. If any Company fails to comply with any of its obligations hereunder, then to the extent permitted by applicable law, Lender may discharge such obligations in such Company's name or in Lender's name, in Lender's sole discretion, but at Companies' expense, and each Company agrees to reimburse Lender in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Lender in prosecuting, defending or maintaining the Trademarks or Lender's interest therein pursuant to this Agreement.

15. No course of dealing between any Company and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the other Loan Documents 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 future exercise thereof or the exercise of any other right, power or privilege.

16. All of Lender's rights and remedies with respect to the Trademark Collateral, whether established by this Agreement or by any of the other Loan Documents, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held 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.

18. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors and permitted assigns of each Company. No Company shall assign its rights or delegate its rights or assign its duties hereunder without the prior written consent of Lender.

20. Each Company hereby waives notice of Lender's acceptance hereof.

21. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia (excluding its conflict of laws provisions if such provisions would require application of the laws of another jurisdiction).

22. To the fullest extent permitted by applicable law, each Company and Lender each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.

23. This Agreement may be executed in any number of counterparts and by different parties to this Agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission shall be deemed to be an original signature hereto.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement under seal on the day and year first written above.

ATTEST:

AIR SERV CORPORATION
("Company")

By: David G. Gansley
Name: David Gansley
Title: CEO

By: Megan E. Jones, Secretary

[CORPORATE SEAL]

STATE OF Georgia §
COUNTY OF Jackson §

BEFORE ME, the undersigned authority, on this day personally appeared David Gansley, CEO of Air Serv Corporation, a Georgia corporation, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 11th day of June, 2010.



Pamela Jean White
Notary Public
My Commission Expires:
April 23, 2013

[Air Security Signature Page Follows]

Air Security Signature Page to Trademark Security Agreement

ATTEST:

AIR SERV SECURITY, INC.
("Company")

By: *David Gansky*
Name: David Gansky
Title: CEO

Megan E. Jones
By: Megan E. Jones, Secretary

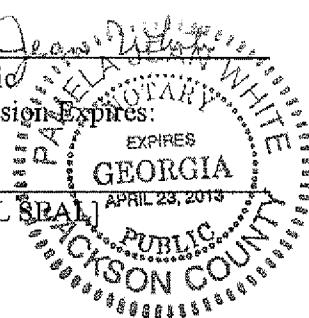
[CORPORATE SEAL]

STATE OF Georgia §

COUNTY OF Jackson §

BEFORE ME, the undersigned authority, on this day personally appeared David Gansky, CEO of Air Serv Security, Inc., a Georgia corporation, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 11th day of June, 2010.

Pamela Jean White
Notary Public
My Commission Expires: _____
[NOTARIAL SEAL] 

[Lender Signature Page Follows]

Lender Signature Page to Trademark Security Agreement

PETRA GROWTH FUND II, L.P.
("Lender")

By: Petra Partners II, LLC, its general partner

By: Michael Blackburn
Name: Michael Blackburn
Title: Manager

STATE OF TENNESSEE §

COUNTY OF DAVIDSON §

BEFORE ME, the undersigned authority, on this day personally appeared Michael Blackburn, Manager of Petra Partners II, LLC, a Georgia limited liability company, the general partner of PETRA GROWTH FUND II, L.P., a Delaware limited partnership, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said limited liability company as the general partner of Petra Growth Fund II, L.P.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 10th day of June, 2010.

Carol Collins
Notary Public
My Commission Expires:

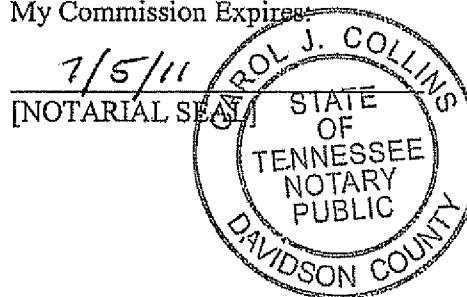


EXHIBIT A

Trademarks

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>
Air Serv Logo	US PTO	3480635	August 5, 2008

8624250.4