

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AIR-SERV GROUP, LLC		02/07/2011	LIMITED LIABILITY COMPANY: DELAWARE
AIR-SERV INTERNATIONAL, INC.		02/07/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	THE BANK OF NEW YORK MELLON
Street Address:	ONE WALL STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10286
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1567989	AIR-TOUCH
Registration Number:	1275952	AIR-SERV
Registration Number:	1422618	DUO-SERV
Registration Number:	1560677	VAC-SERV
Registration Number:	1617202	AIR-VEND
Registration Number:	3874341	AIR FOR CHARITY INFLATING TIRES FOR CHARITIES
Registration Number:	1938051	AIR-SERV INTERNATIONAL

CORRESPONDENCE DATA

Fax Number: (646)848-4455
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-848-4455
 Email: jlik@shearman.com
 Correspondent Name: Timothy Franklin

900183411

**TRADEMARK
 REEL: 004469 FRAME: 0562**

CH \$190.00 1567989

Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 4811/78

NAME OF SUBMITTER: TIMOTHY FRANKLIN

Signature: /TIMOTHY FRANKLIN/

Date: 02/08/2011

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is dated as of February 7, 2011 by AIR-SERV GROUP, LLC, a Delaware limited liability company ("AIR-serv Group") and AIR-SERV INTERNATIONAL, INC., a Delaware corporation ("AIR-serv International", and together with AIR-serv Group, the "Grantors"), in favor of THE BANK OF NEW YORK MELLON, in its capacity as collateral agent and secured party ("Agent") for the Creditors (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to (i) that certain Amended and Restated Credit Agreement dated as of January 10, 2011 (as from time to time amended, restated, supplemented or otherwise modified, the "Senior Credit Agreement") by and among Macquarie Air-serv Holdings Inc., a Delaware corporation ("Borrower"), certain lenders party thereto from time to time ("Senior Lenders") and Bank of Montreal, as administrative agent, (ii) that certain Mezzanine Credit Agreement, dated as of December 1, 2010 (as from time to time amended, restated, supplemented or otherwise modified, including pursuant to Amendment No. 1 dated as of January 10, 2011, the "Mezzanine Credit Agreement") by and among Borrower, Deutsche Bank Trust Company Americas and certain noteholders party thereto (the "Mezzanine Holders") and (iii) that certain Amended and Restated Subordinated Credit Agreement, dated as of January 10, 2011 (as from time to time amended, restated, supplemented or otherwise modified, the "Subordinated Credit Agreement", and together with the Senior Credit Agreement and the Mezzanine Credit Agreement, the "Credit Agreements"), by and among Borrower, the lenders party thereto (the "Subordinated Lenders", and together with the Senior Lenders and the Mezzanine Holders, the "Creditors") and AMP Capital Investors Limited, ABN 59 001 777 591, as administrative agent and arranger, Creditors have agreed to make extensions of credit for the benefit of Borrower, which directly or indirectly owns each Grantor;

WHEREAS, each Grantor, Borrower, ASI Holding Corp., a Delaware corporation, AIR-serv Holding, LLC, a Delaware limited liability company, and the Agent have entered into that certain Security Agreement, dated as of July 6, 2006 (as from time to time amended, restated, supplemented or otherwise modified, including pursuant to the First Amendment to Security Agreement dated as of December 1, 2010, the "Security Agreement");

WHEREAS, the Creditors are willing to continue to make the extensions of credit as provided for in the Credit Agreements, but only upon the condition, among others, that each Grantor execute and deliver to Agent, for the benefit of the Creditors, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Agent, for the benefit of the Creditors, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks including those referred to on Schedule 1 hereto (provided that no security interest shall be granted in the United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security

interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law);

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due of all Secured Obligations.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Creditors, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. RECORDATION. The Grantors hereby authorize and request that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Any signature delivered by facsimile or .pdf shall be effective as delivery of an originally executed counterpart of this Trademark Security Agreement.

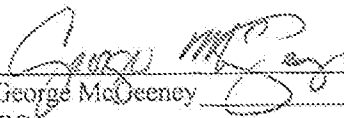
7. GOVERNING LAW. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York.

8. AGENT. The Agent makes no representations as to the validity or sufficiency of this Trademark Security Agreement.

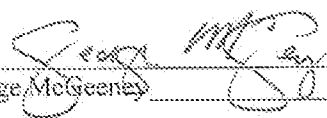
[Signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AIR-SERV GROUP, LLC, a Delaware limited liability company

By: 
Name: George McGeeney
Title: CEO

AIR-SERV INTERNATIONAL, INC., a Delaware corporation

By: 
Name: George McGeeney
Title: CEO

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AIR-SERV GROUP, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

AIR-SERV INTERNATIONAL, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

THE BANK OF NEW YORK MELLON,
as Collateral Agent and Secured Party

By  _____
Name Beata Harvin
Title Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Grantor	Mark	Registration Number	Date
AIR-SERV GROUP, LLC	AIR-TOUCH	1,567,989	11/28/1999
AIR-SERV GROUP, LLC	AIR-SERV	1,275,952	5/1/2004
AIR-SERV GROUP, LLC	DUO-SERV	1,422,618	12/30/2006
AIR-SERV GROUP, LLC	VAC-SERV	1,560,677	10/17/2009
AIR-SERV GROUP, LLC	AIR-VEND	1,617,202	10/9/2010
AIR-SERV GROUP, LLC	AIR FOR CHARITY INFLATING TIRES FOR CHARITIES AND DESIGN	3,874,341	11/9/2010
AIR-SERV INTERNATIONAL, LLC	AIR-SERV INTERNATIONAL	1,938,051	11/28/2005