

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
Landmark Aviation Waukegan, LLC		02/18/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC		
Street Address:	745 7th Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	public limited company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3679394	LUXURY IN MOTION	
CORRESPONDENCE DATA			
Fax Number:	(212)752-3751		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-318-6664		
Email:	elisabethmiranowski@paulhastings.com		
Correspondent Name:	Elisabeth Miranowski c/o Paul Hastings		
Address Line 1:	75 E. 55th Street		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	71085.00007		
NAME OF SUBMITTER:	Elisabeth Miranowski		
Signature:	/Elisabeth Miranowski/		
Date:	02/18/2011		

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TRADEMARK
 REEL: 004482 FRAME: 0829

Total Attachments: 5

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Grant of Security Interest
in United States Patents and Trademarks

February 18, 2011

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, LANDMARK AVIATION WAUKEGAN, LLC, a Delaware limited liability company (the "Grantor"), having its chief executive office at 1500 CityWest Blvd., Suite 600, Houston, TX 77042, hereby grants to BARCLAYS BANK PLC, as Collateral Agent (the "Grantee"), with offices at 745 7th Avenue, New York, NY 10019, a security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired which, includes the Grantor's rights to:

- (i) each United States patent and patent application, including each U.S. patent and patent application referred to on Schedule A hereto;
- (ii) each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each U.S. trademark, trademark registration and trademark application referred to in Schedule B hereto; and
- (iii) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark, including any Patent or Trademark listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark.

THIS GRANT is granted in conjunction with the security interests granted to the Grantee pursuant to the Second Amended and Restated Security Agreement among the Grantor, the Grantee and certain other parties dated as of February 18, 2011, as amended, restated, supplemented or otherwise modified from time to time (the "Security Agreement"). The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.


This Patent and Trademark Security Agreement may be authenticated by the parties hereto in any number of counterparts, each of which shall collectively and separately constitute one agreement.

THE GRANTOR authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Patent and Trademark Security Agreement.

[Signature Pages Follow.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

LANDMARK AVIATION WAUKEGAN, LLC,
as Grantor

By: 
Name: Daniel Bucaro
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004482 FRAME: 0832

Agreed and Accepted:

BARCLAYS BANK PLC,
as Grantee

By: 

Name: Michael J. Mozer

Title: Assistant Vice President

Schedule A to Patent and Trademark Security Agreement

PATENTS AND PATENT APPLICATIONS

Serial No. or
Patent No.

Date

Issue Title

Inventor

Country

Patent Holder

N/A

Schedule B to Patent and Trademark Security Agreement

TRADEMARKS

<u>Registration No.</u>	<u>Country</u>	<u>Registration Date</u>	<u>Mark</u>
3,679,394	USA	9/8/2009	LUXURY IN MOTION

TRADE APPLICATIONS

<u>Serial No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Mark</u>
N/A			