

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
Aersale, Inc.		04/11/2011	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	200 South Biscayne Blvd.		
Internal Address:	Mezzanine MAC Z6204-018		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3906807	AERSALE	
Registration Number:	3899236	AERSALE	
CORRESPONDENCE DATA			
Fax Number:	(305)961-5812		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	3055790812		
Email:	mrv@gtlaw.com		
Correspondent Name:	Greenberg Traurig Attn: Manuel Valcarcel		
Address Line 1:	333 Avenue of the Americas, Suite 4400		
Address Line 4:	Miami, FLORIDA 33131		
ATTORNEY DOCKET NUMBER:	042970.015700		
NAME OF SUBMITTER:	Manuel Valcarcel		
Signature:	/Manuel Valcarcel/		

900192263

TRADEMARK
 REEL: 004544 FRAME: 0462

CH \$65.00 3906807

Date:

05/19/2011

Total Attachments: 5

source=Aersale Trademark Security Agreement#page1.tif

source=Aersale Trademark Security Agreement#page2.tif

source=Aersale Trademark Security Agreement#page3.tif

source=Aersale Trademark Security Agreement#page4.tif

source=Aersale Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") dated April 11, 2011, is made by AERSALE, INC., a Florida corporation (the "Grantor") in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, having an address of 200 South Biscayne Boulevard, Mezzanine MAC Z6204-018, Miami, Florida, 33131, for itself as a Lender and in its capacity as Agent for the Lenders (as said capitalized terms are defined in the Credit Agreement referred to below) (the "Agent").

WHEREAS, the Grantor and the Agent, for itself as a Lender and in its capacity as Agent for the Lenders, have entered into a Credit Agreement dated as of April 11, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders made certain Loans to the Grantor.

WHEREAS, the Grantor and the Agent, for itself as a Lender and in its capacity as Agent for the Lenders, have entered into a Security Agreement (the "Security Agreement"). Terms defined in the Credit Agreement and the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Agent, for the benefit of the Lenders, a Lien in, among other property, all of the Intellectual Property of the Grantor, including, but not limited to, all of the Grantor's Trademarks, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording at the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security Interest. The Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to the Agent for the benefit of the Lenders a Lien upon and security interest in all of the Grantor's right, title and interest in and to the following now owned or hereafter adopted or acquired by the Grantor (collectively, the "Trademarks"):

(a) all trademarks, trade names, corporate names, business names, trade styles, service marks, service name, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, including, without limitation, the trademarks and trademark registrations listed on Schedule 1 attached hereto;

(b) all reissues, extensions or renewals thereof; and

(c) all goodwill associated with or symbolized by any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Trademarks by the Grantor under this Trademark Security Agreement secures the payment of all

Obligations of the Grantor now or hereafter existing under or in respect of the Credit Agreement or any other Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts that constitute part of the Obligations and that would be owed by the Grantor to any of the Lenders under the Credit Agreement or any of the other Loan Documents.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Trademarks are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

(The remainder of this page is intentionally left blank.)

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

GRANTOR:

AERSALE, INC.

By: Nicolas Finazzo
Name: NICOLAS FINAZZO
Title: CEO

[Signature Page to AerSale Trademark Security Agreement]

TRADEMARK
REEL: 004544 FRAME: 0466

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

AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: 

Name: CARLOS E. FERNANDEZ

Title: VICE PRESIDENT

[Signature Page to AerSale Trademark Security Agreement]

SCHEDULE A
TRADEMARKS

MARK **U.S. TRADEMARK REGISTRATION NO.** **INTERNATIONAL CLASS(ES)**

AERSALE

3,906,807

35, 39



3,899,236

35, 39