

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ACTIVE AERO GROUP, INC.		05/24/2011	CORPORATION: DELAWARE
USA JET AIRLINES, INC.		05/24/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	PNC BANK, NATIONAL ASSOCIATION, AS AGENT
<b>Street Address:</b>	2 NORTH LAKE AVENUE
<b>Internal Address:</b>	SUITE 440
<b>City:</b>	PASADENA
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91101
<b>Entity Type:</b>	national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	3718181	APT
Registration Number:	3718182	ACTIVE GLOBAL SOLUTIONS
Registration Number:	3718183	ACTIVE PTM
Registration Number:	3718184	ACTIVE ON-DEMAND
Registration Number:	2117837	CHARTERNET
Registration Number:	1998391	USA JET AIRLINES
Registration Number:	1998392	ACTIVE AERO CHARTER

**CORRESPONDENCE DATA**

Fax Number: (213)830-8743  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 213-680-6400  
 Email: kimberley.lathrop@bingham.com  
 Correspondent Name: KIMBERLEY A. LATHROP

**900192702**

**TRADEMARK  
 REEL: 004547 FRAME: 0427**

**CH \$190.00 3718181**

Address Line 1: 355 SOUTH GRAND AVENUE  
Address Line 2: BINGHAM MCCUTCHEN LLP  
Address Line 4: LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	3008309.355203
NAME OF SUBMITTER:	Kimberley A. Lathrop
Signature:	/Kimberley A. Lathrop/
Date:	05/24/2011

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 24th day of May 2011, between the Grantors signatory hereto (the "Grantors"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of May 24, 2011 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among ACTIVE AERO GROUP HOLDINGS, INC., a Delaware corporation ("Parent"), ACTIVE AERO GROUP, INC., a Delaware corporation, ("AAG"), USA JET AIRLINES, INC., a Delaware corporation ("USA Jet"), ACTIVE AERO SERVICES, LLC, a Michigan limited liability company ("Services"), ACTIVE AERO MAINTENANCE, LLC, a Michigan limited liability company ("Maintenance"), ACTIVE AERO LEASING, LLC, a Michigan limited liability company ("Leasing"), ACTIVE AERO CHARTER, LLC, a Michigan limited liability company ("Charter"), ACTIVE PTM, LLC, a Michigan limited liability company ("PTM"), ACTIVE GLOBAL SOLUTIONS, LLC, a Michigan limited liability company ("Solutions"), ACTIVE AERO MOTOR CARRIER, LLC, a Michigan limited liability company ("Carrier") (AAG, USA Jet, Services, Maintenance, Leasing, Charter, PTM, Solutions, Carrier and collectively with each other Person joined as a party thereto as a "Borrower" in accordance with Section 7.12 thereof, and all of their respective permitted successors and assigns, the "Borrowers"), the lenders from time to time party thereto (the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, the Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, 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 Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority 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 such Grantor's trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

Notwithstanding the foregoing, the Trademark Collateral shall not include, and each Grantor shall be deemed not to have granted a security interest in, (a) unless otherwise expressly granted pursuant to any Other Document, any rights or interests in any license, contract, or agreement to which such Grantor is a party to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement, result in a breach of the terms of, or constitute a default under, such license, lease, contract or agreement (other than to the extent that any such term would be rendered ineffective pursuant to 9-406, 9-407 or 9-408 of the Uniform Commercial Code or other applicable law) or (b) any rights or property, including, without limitation, any intent to use trademark applications, to the extent that any valid and enforceable law or regulation applicable to such rights or property prohibits the creation of a security interest in such rights or property or would otherwise result in a material loss of rights from the creation of such security interest therein (other than to the extent that any such term would be rendered ineffective pursuant to 9-406, 9-407 or 9-408 of the Uniform Commercial Code or other applicable law); provided, that, with respect to each of the foregoing clauses (a) and (b), immediately upon the ineffectiveness, lapse or termination of any such restriction, the Trademark Collateral shall include, and such Grantor shall be deemed to have granted a security interest in, all such rights and interests or other assets, as the case may be, as if such provision had never been in effect; and provided, further that, notwithstanding any such restriction in any of the foregoing, the Trademark Collateral shall, to the extent such restriction does not by its terms apply thereto, include all rights incident or appurtenant to any such rights or interests and shall in any event include the right to receive all proceeds derived from or in connection with the sale, assignment or transfer of such rights and interests.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by any Grantor to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT 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 Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting any Grantor's obligations under this Section 5, each Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

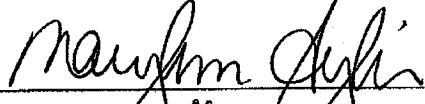
7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

*[Remainder of page intentionally left blank; signature page follows.]*

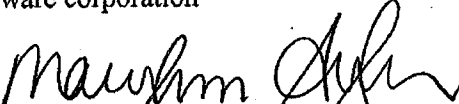
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

ACTIVE AERO GROUP, INC.  
a Delaware corporation

*MS* By:   
Name: Mary Ann Sigler  
Title: Vice President

USA JET AIRLINES, INC.  
a Delaware corporation


*MS* By:   
Name: Mary Ann Sigler  
Title: Vice President

Signature Page to Trademark Security Agreement

TRADEMARK  
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ACCEPTED AND  
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By:   
Name: Thomas Hayes  
Title: V.P.

Signature Page to Trademark Security Agreement

TRADEMARK  
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SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademarks

<b>Grantor</b>	<b>Country</b>	<b>Trademark</b>	<b>Description of Trademark</b>	<b>Application/ Registration Number</b>	<b>Application/ Registration Date</b>
Active Aero Group, Inc.	USA	<b>APT</b>	PROVIDING ONLINE NON-DOWNLOADABLE SOFTWARE FOR BIDDING ON CARGO AND CHARTERED AIR TRANSPORTATION SERVICES	3718181	12/01/2009
Active Aero Group, Inc.	USA	ACTIVE GLOBAL SOLUTIONS	AIR CHARTER TRANSPORTATION SERVICES; FREIGHT TRANSPORTATION BY AIR AND TRUCK; DELIVERY SERVICE BY NON-ELECTRONIC MEANS, NAMELY, HAND DELIVERY, SPECIAL EQUIPMENT AND HANDLING TRANSPORTATION SERVICES, NAMELY, HAZARDOUS SHIPMENTS, TEMPERATURE-CONTROLLED SHIPMENTS, AND OVER-SIZED OR HEAVY WEIGHT CARGO	3718182	12/01/2009
Active Aero Group, Inc.	USA	<b>ACTIVE PTM</b>	TRANSPORTATION SERVICES, NAMELY, EXPEDITED MOVEMENT OF CARGO VIA ROAD AND FREIGHT	3718183	12/01/2009
Active Aero Group, Inc.	USA	ACTIVE ON-DEMAND	AIR CHARTER TRANSPORTATION SERVICES; FREIGHT TRANSPORTATION BY AIR AND TRUCK; DELIVERY SERVICE BY NON-ELECTRONIC MEANS, NAMELY,	3718184	12/01/2009

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				HAND DELIVERY; SPECIAL EQUIPMENT AND HANDLING TRANSPORTATION SERVICES, NAMELY, HAZARDOUS SHIPMENTS, TEMPERATURE-CONTROLLED SHIPMENTS, AND OVERSIZED OR HEAVY WEIGHT CARGO		
USA Jet Airlines, Inc.	USA	CHARTERNET		COMPUTER SERVICES, NAMELY, PROVIDING ACCESS TO AN ELECTRONIC BID QUOTE SYSTEM FOR CARGO AND CHARTERED AIR TRANSPORTATION VIA A GLOBAL COMPUTER INFORMATION NETWORK	2117837	12/02/1997
USA Jet Airlines, Inc. <sup>1</sup>	USA	USA JET AIRLINES		CARGO AND CHARTERED AIR TRANSPORTATION SERVICES	1998391	09/03/1996
USA Jet Airlines, Inc. <sup>2</sup>	USA	ACTIVE AERO CHARTER		AIR TRANSPORTATION SERVICES	1998392	09/03/1996

Licenses

None.

<sup>1</sup> This mark is current assigned to GMAC Business Credit, LLC. A release of GMAC's interest will need to be filed.

<sup>2</sup> This mark is current assigned to GMAC Business Credit, LLC. A release of GMAC's interest will need to be filed.