

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Confirmation of Trademark Security Interest Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Avion Services Holdings, LLC		11/16/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Avion Services Holdings, LLC as Agent on behalf of itself and the Lenders		
Street Address:	5200 Town Center Circle, Suite 600		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33486		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1928070	PEMCO WORLD AIR SERVICES	
Registration Number:	2640562	PEMCO	
Registration Number:	2640561	PEMCO	
Registration Number:	1871578	PEMCO AEROPLEX	
CORRESPONDENCE DATA			
Fax Number:	(202)739-3001		
Phone:	2027395866		
Email:	fgordon@morganlewis.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
NAME OF SUBMITTER:	Felicia D. Gordon		

CH \$115.00 1928070

900207682

**TRADEMARK
 REEL: 004664 FRAME: 0778**

Signature:	/Felicia D. Gordon/
Date:	11/22/2011
Total Attachments: 4 source=Trademark Confirmation (Avion to Avion as Agent) (executed)#page1.tif source=Trademark Confirmation (Avion to Avion as Agent) (executed)#page2.tif source=Trademark Confirmation (Avion to Avion as Agent) (executed)#page3.tif source=Trademark Confirmation (Avion to Avion as Agent) (executed)#page4.tif	

CONFIRMATION OF TRADEMARK SECURITY INTEREST ASSIGNMENT

This Confirmation of Trademark Security Interest Assignment (the "Confirmation Agreement"), dated as of November 16, 2011, is made by Avion Services Holdings, LLC, a Delaware limited liability company (in such capacity, the "Assignor"), in favor of Avion Services Holdings, LLC, as Agent on behalf of itself and the Lenders (in such capacity, the "Assignee").

WHEREAS, pursuant to that certain Security Agreement – Intellectual Property, dated as of October 16, 2007 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") among Pemco World Air Services, Inc. and Merrill Lynch Credit Products, LLC ("Merrill Lynch"), Pemco World Air Services, Inc. pledged and granted to the Merrill Lynch a continuing security interest in, among other things the Trademarks (as defined below);

WHEREAS, the Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office ("USPTO") on January 7, 2008 at Reel/Frame 3691/0440 to evidence the security interest granted under the Security Agreement;

WHEREAS, Merrill Lynch assigned its security interest in the Trademarks (as defined below) to the Assignor pursuant to that certain Confirmation of Trademark Security Interest Assignment, dated as of November 7, 2011, among Merrill Lynch and the Assignor;

WHEREAS, the Assignor has agreed to assign its security interest in the trademarks, trademark applications and trademark registrations, identified on Schedule A attached hereto (the "Trademarks"), to the Assignee; and

WHEREAS, Assignor and Assignee desire to record the transfer of security interest in the aforesaid Trademarks from the Assignor to the Assignee with the Trademark Division of the USPTO;

NOW THEREFORE, Assignor and Assignee hereby confirm that, effective as of November 16, 2011, Assignor assigned and does hereby assign to Assignee, its successors and assigns, Assignor's security interest in the Trademarks.

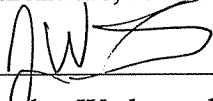
Assignor hereby authorizes the appropriate empowered officials in the appropriate governmental offices in jurisdictions throughout the world to transfer Assignor's security interest in the Trademarks to Assignee as assignee in accordance with this instrument of assignment. Further, Assignor shall take all additional steps necessary, including the execution of any additional documents and instruments reasonably requested by Assignee, in order to effect or memorialize the intent of this Confirmation Agreement.

Assignor represents that it has the authority to make and enter into this Confirmation Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Confirmation Agreement effective as of the date hereof.

Acknowledged and Agreed:

**AVION SERVICES HOLDINGS, LLC, as Agent on behalf of itself
and the Lenders, as Assignee**

By:  _____

Name: Jordan Wadsworth

Title: Vice President

Schedule A

Trademarks

Trademark	Registration Number
PEMCO WORLD AIR SERVICES (Service Mark) (Cls 37, 40, 42)	1928070
PEMCO (and design) (Cls 6, 7, 12)	2640562
PEMCO (and design) (Service Mark) (Cls 35, 37, 40, 42)	2640561
PEMCO AEROPLEX (Service Mark) (Cls 37, 40, 42)	1871578