

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
PEMCO WORLD AIR SERVICES, INC.		03/06/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	AVION SERVICES HOLDINGS, LLC, as Administrative Agent		
Street Address:	5200 TOWN CENTER CIRCLE		
Internal Address:	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:	202-739-5652		
Email:	chowell@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:	Catherine R. Howell, Senior Paralegal		
Address Line 1:	1111 Pennsylvania Ave., N.W.		
Address Line 2:	Morgan, Lewis & Bockius LLP		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		

CH \$115.00 1928070

ATTORNEY DOCKET NUMBER:	052735-0207
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	03/09/2012
<p>Total Attachments: 4</p> <p>source=pemco - Trademark Security Agreement#page1.tif</p> <p>source=pemco - Trademark Security Agreement#page2.tif</p> <p>source=pemco - Trademark Security Agreement#page3.tif</p> <p>source=pemco - Trademark Security Agreement#page4.tif</p>	

Trademark Security Agreement

Trademark Security Agreement, dated as of March 6, 2012 (this "Trademark Agreement"), by and among (i) PEMCO WORLD AIR SERVICES, INC., a Delaware corporation (the "Borrower"), the Borrower being a debtor and debtor in possession in a case pending under Chapter 11 of the Bankruptcy Code (such case, the "Borrower's Case"), (ii) WAS AVIATION SERVICES HOLDING CORP., a Delaware corporation ("WAS Holding"), (iii) WAS AVIATION SERVICES, INC., a Delaware corporation ("Parent" and together with WAS Holding, each a "Guarantor" and collectively, the "Guarantors," the Borrower and the Guarantors being collectively referenced herein as the "Grantors"), each of the Guarantors being a debtor and debtor in possession in a case pending under Chapter 11 of the Bankruptcy Code (such cases, the "Guarantors' Cases" and together with the Borrower's Case, the "Cases"); and (iv) AVION SERVICES HOLDINGS, LLC, a Delaware limited liability company, as administrative agent for the Lenders (in such capacity, the "Agent") from time to time, party to the Agreement (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, contemporaneously with the execution and delivery of this Trademark Agreement, the Agent, the Lenders and the Grantors are entering into a Senior Secured Superpriority Debtor in Possession Revolving Credit, Term Loan and Guaranty Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or modified, from time to time, the "Agreement");

WHEREAS, the Grantors are party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Lenders, to enter into the Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Lenders a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

(a) Trademarks and Trademark applications of such Grantor listed on Schedule I attached hereto;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations (other than contingent indemnity obligations which survive termination of the Agreement pursuant to the stated terms thereof) and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. 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.

[SIGNATURE PAGE FOLLOWS]

In witness whereof, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized office as of the date first set forth above.

PEMCO WORLD AIR SERVICES, INC.

By: Ben Ward
Name: Ben Ward
Title: CFO and Treasurer

**WAS AVIATION SERVICES HOLDING
CORP.**

By: Ben Ward
Name: Ben Ward
Title: CFO and Treasurer

WAS AVIATION SERVICES, INC.

By: Ben Ward
Name: Ben Ward
Title: CFO and Treasurer

Schedule 1

Trademarks

<u>Mark</u>	<u>USPTO Reg. No.</u>
PEMCO WORLD AIR SEIRVICES (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