

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Interest (First Lien Security Agreement)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Camp Systems International, Inc.		05/31/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Trust Company: NEW YORK

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2517102	ASO
Registration Number:	2542704	ASO
Registration Number:	2144786	CAMP
Registration Number:	1908820	CESCOM
Registration Number:	2118980	ECTM
Registration Number:	2117374	HECTM
Registration Number:	2515006	THE AIRCRAFT MARKET IN REAL TIME
Registration Number:	3060859	WEBECTM

CORRESPONDENCE DATA

Fax Number: 6502138158
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 6502130300
 Email: cishihara@whitecase.com
 Correspondent Name: White & Case LLP / Christina Ishihara

CH \$215.00 2517102

Address Line 1: 3000 El Camino Real, Bldg 5, 9th Floor
Address Line 4: Palo Alto, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER: 1411779-0028

NAME OF SUBMITTER: Christina Ishihara

Signature: /Christina Ishihara/

Date: 06/01/2012

Total Attachments: 6

source=Trademark Grant (Camp Systems Int'l) First Lien#page1.tif
source=Trademark Grant (Camp Systems Int'l) First Lien#page2.tif
source=Trademark Grant (Camp Systems Int'l) First Lien#page3.tif
source=Trademark Grant (Camp Systems Int'l) First Lien#page4.tif
source=Trademark Grant (Camp Systems Int'l) First Lien#page5.tif
source=Trademark Grant (Camp Systems Int'l) First Lien#page6.tif

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Camp Systems International, Inc., a Delaware corporation, with principal offices at 999 Marconi Ave., Ronkonkoma, New York 11779 (the "Grantor"), as of May 31, 2012 does hereby grant to Deutsche Bank Trust Company Americas, as Collateral Agent, with principal offices at 60 Wall Street, New York, New York 10005 (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations, trademark applications and domain names (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the First Lien Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder in any Excluded Collateral (as defined in the First Lien Security Agreement referred to below), including any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

THIS GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this "Grant") is made to secure the payment of all the Obligations of the Grantor, as such term is defined in the First Lien Security Agreement among the Grantor, the other grantors from time to time party thereto and the Grantee, dated as of May 31, 2012 (as

amended, modified, restated and/or supplemented from time to time, the "First Lien Security Agreement"). Upon the occurrence of the Termination Date (as defined in the First Lien Security Agreement), the Grantee's security interests in the Marks shall automatically terminate and the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing evidencing the release of the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the First Lien Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the First Lien Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the First Lien Security Agreement, the provisions of the First Lien Security Agreement shall govern in all respects.

This Grant may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Grant by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

THIS GRANT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS GRANT OR ANY OTHER CREDIT DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS GRANT, EACH PARTY HERETO HEREBY CONSENTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. EACH PARTY HERETO HEREBY FURTHER IRREVOCABLY WAIVES TO THE EXTENT PERMITTED BY APPLICABLE LAW ANY CLAIM THAT ANY SUCH COURTS LACK JURISDICTION OVER SUCH PARTY, AND AGREES NOT TO PLEAD OR CLAIM IN ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS GRANT OR ANY OTHER CREDIT DOCUMENT BROUGHT IN ANY OF THE AFORESAID COURTS THAT ANY SUCH COURT LACKS JURISDICTION OVER SUCH PARTY. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN ANY ACTION OR PROCEEDING IN THE

MANNER PROVIDED FOR NOTICES (OTHER THAN TELECOPIER OR OTHER ELECTRONIC TRANSMISSION) IN SECTION 13.03 OF THE FIRST LIEN CREDIT AGREEMENT. NOTHING IN THIS GRANT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY PARTY HERETO IN ANY OTHER JURISDICTION.

[Remainder of this page intentionally left blank; signature page follows]

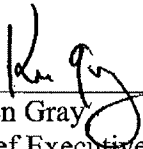
DEUTSCHE BANK TRUST COMPANY
AMERICAS,
as Collateral Agent and Grantee

By Marguerite Sutton
Name: Marguerite Sutton
Title: Director


By Courtney E. Meehan
Name:
Title: Courtney E. Meehan
Vice President

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first above written.

CAMP SYSTEMS INTERNATIONAL INC.,
Grantor

By 
Name: Ken Gray
Title: Chief Executive Officer

**Schedule A
Trademarks**

Mark	Country	Application Number	Application Date	Registration Number	Registration Date	Status
ASO	United States	76/179486	12/11/2000	2517102	12/11/2001	Registered
	United States	76/179485	12/11/2000	2542704	2/26/2002	Registered
CAMP	United States	75/307496	6/9/1997	2144786	3/17/1998	Registered
CESCOM	United States	74/510385	4/8/1994	1908820	8/1/1995	Registered
ECTM	United States	75/097532	5/2/1996	2118980	12/9/1997	Registered
HECTM	United States	75/071804	3/13/1996	2117374	12/2/1997	Registered
THE AIRCRAFT MARKET IN REAL TIME	United States	76/179483	12/11/2000	2515006	12/4/2001	Registered
WEBECTM	United States	78/220002	2/28/2003	3060859	2/21/2006	Registered