

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest (Second Lien Security Agreement)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AmStat, 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: 7			
Property Type	Number	Word Mark	
Registration Number:	3893454		
Serial Number:	85554374	AIRCRAFT SHOPPER ONLINE	
Registration Number:	3893444	AMSTAT	
Registration Number:	3893455	AMSTAT	
Serial Number:	85554375	ASO	
Serial Number:	85554377	ASO	
Serial Number:	85554378	THE AIRCRAFT MARKET IN REAL TIME	
CORRESPONDENCE DATA			
Fax Number:	6502138158		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6502130300		
Email:	cishihara@whitecase.com		
Correspondent Name:	White & Case LLP / Christina Ishihara		
Address Line 1:	3000 El Camino Real, Bldg 5, 9th Floor		
Address Line 4:	Palo Alto, CALIFORNIA 94306		

CH \$190.00 3893454

ATTORNEY DOCKET NUMBER:	1411779-0028
NAME OF SUBMITTER:	Christina Ishihara
Signature:	/Christina Ishihara/
Date:	06/01/2012
Total Attachments: 6 source=Trademark Grant (Amstat) Second Lien#page1.tif source=Trademark Grant (Amstat) Second Lien#page2.tif source=Trademark Grant (Amstat) Second Lien#page3.tif source=Trademark Grant (Amstat) Second Lien#page4.tif source=Trademark Grant (Amstat) Second Lien#page5.tif source=Trademark Grant (Amstat) Second Lien#page6.tif	

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, AmStat, 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 Second 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 Second 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 Second 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 “Second Lien Security Agreement”). Upon the occurrence of the Termination Date (as defined in the Second 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 Second Lien Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Second 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 Second Lien Security Agreement, the provisions of the Second 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.

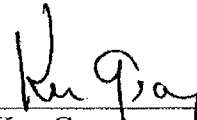
THIS GRANT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS GRANT OR ANY OTHER CREDIT DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR 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 SECOND 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.

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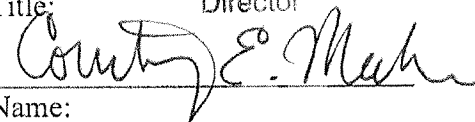
IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first above written.

AMSTAT, INC.,
Grantor

By 
Name: Ken Gray
Title: Chief Executive Officer

DEUTSCHE BANK TRUST COMPANY
AMERICAS,
as Collateral Agent and Grantee

By 
Name: Marguerite Sutton
Title: Director

By 
Name:
Title: Courtney E. Meehan
Vice President

**Schedule A
Trademarks**

Mark	Country	Application Number	Application Date	Registration Number	Registration Date	Status
	United States	85/028884	5/3/2010	3893454	12/21/2010	Registered
AIRCRAFT SHOPPER ONLINE	United States	85/554374	2/28/2012			Pending
AMSTAT	United States	85/028804	5/3/2010	3893444	12/21/2010	Registered
 A M S T A T	United States	85/028902	5/3/2010	3893455	12/21/2010	Registered
ASO	United States	85/554375	2/28/2012			Pending
	United States	85/554377	2/28/2012			Pending
THE AIRCRAFT MARKET IN REAL TIME	United States	85/554378	2/28/2012			Pending