

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Agreement - Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Avion Services Holdings, LLC, as Administrative Agent		08/24/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Pemco World Air Services, Inc.		
Street Address:	100 Pemco Drive		
City:	Dothan		
State/Country:	ALABAMA		
Postal Code:	36303		
Entity Type:	CORPORATION: 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:	2027393001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2027395093		
Email:	fgordon@morganlewis.com		
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

Signature:	/Felicia D. Gordon/
Date:	08/24/2012
Total Attachments: 3 source=Pemco - Termination and Release of 11-16-11 Intellectual Property Security Agrmt#page1.tif source=Pemco - Termination and Release of 11-16-11 Intellectual Property Security Agrmt#page2.tif source=Pemco - Termination and Release of 11-16-11 Intellectual Property Security Agrmt#page3.tif	

**TERMINATION AND RELEASE
OF
SECURITY AGREEMENT – INTELLECTUAL PROPERTY**

TERMINATION AND RELEASE OF SECURITY AGREEMENT – INTELLECTUAL PROPERTY, dated as of August 24, 2012, by **Avion Services Holdings, LLC**, a Delaware limited liability company (the “Secured Party”), as Agent for the Lenders (as defined in that certain Amended and Restated Loan and Security Agreement, dated as of November 16, 2011, by and among Avion Services Holdings, LLC as agent for the lenders from time to time party to such Amended and Restated Loan and Security Agreement) and for itself as a Lender, Avion Services Group Holding Corp., as a Lender and Pemco World Air Services, Inc., as Borrower) in connection with (i) that certain Security Agreement – Intellectual Property, dated as of October 16, 2007 (as may have been amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Agreement”), by and between Pemco World Air Services, Inc., a Delaware corporation (the “Grantor”), and Merrill Lynch Credit Products, LLC, a Delaware limited liability company (the “Assignor”); and (ii) that certain Confirmation of Trademark Security Interest Assignment, dated as of November 7, 2011 (the “Confirmation Agreement”, and together with the IP Agreement, the “IP Documents”), by and between the Assignor and the Secured Party.

WHEREAS, pursuant to the terms of the IP Agreement, the Grantor granted to the Assignor a security interest in the trademarks identified on Exhibit A attached hereto (the “Trademarks”);

WHEREAS, pursuant to the terms of the Confirmation Agreement, the Assignor assigned to the Secured Party all of Assignor’s right, title and interest in and to the Trademarks and in the IP Agreement; and

WHEREAS, the Secured Party has agreed to terminate and release its security interest in the Trademarks as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby terminates, releases and discharges the Secured Party’s security interest in the Trademarks of the Grantor, including, without limitation, the trademarks listed on Exhibit A attached hereto, effective as of the date set forth above.


The parties hereto hereby acknowledge that this document may be filed along with any other necessary documentation with the United States Patent and Trademark Office, to evidence the termination and release granted herein. The Secured Party hereby agrees to deliver any further releases or termination statements as may be reasonably necessary to effect the termination and release contemplated hereby, at the Grantor’s expense.

[Remainder of page left intentionally blank]

ACCEPTED AND AGREED
as of the date first above written:

Secured Party:

AVION SERVICES HOLDINGS, LLC, as Agent
for the Lenders

By: 
Name: Matthew N. Garff
Title: Vice President and Assistant Secretary

Signature page to Termination and Release of Security Agreement – Intellectual Property

TRADEMARK
REEL: 004848 FRAME: 0998

EXHIBIT A

Intellectual Property Registrations

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