

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT FOR SECURITY -- TRADEMARKS (SECOND LIEN)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WORLD AIRWAYS, INC.		02/13/2013	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK
Street Address:	625 MARQUETTE AVE, MAC N9311-110
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55479
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3394295	
Registration Number:	1321285	WORLD AIRWAYS
Registration Number:	2228546	WORLD AIRWAYS
Registration Number:	1321286	WORLD AIRWAYS

CORRESPONDENCE DATA

Fax Number: 7147558290  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM  
 Correspondent Name: LATHAM & WATKINS LLP  
 Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR  
 Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	047495-0008
NAME OF SUBMITTER:	KRISTIN J AZCONA

OP \$115.00 3394295

Signature:	/KJA/
Date:	02/14/2013
<b>Total Attachments: 5</b> source=Global Aviation - 2nd Lien Assignment for Security - Trademarks (Consoli (2)#page1.tif source=Global Aviation - 2nd Lien Assignment for Security - Trademarks (Consoli (2)#page2.tif source=Global Aviation - 2nd Lien Assignment for Security - Trademarks (Consoli (2)#page3.tif source=Global Aviation - 2nd Lien Assignment for Security - Trademarks (Consoli (2)#page4.tif source=Global Aviation - 2nd Lien Assignment for Security - Trademarks (Consoli (2)#page5.tif	

**THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT (AS THE SAME MAY BE AMENDED OR OTHERWISE MODIFIED FROM TIME TO TIME PURSUANT TO THE TERMS THEREOF, THE "SUBORDINATION AGREEMENT") DATED AS OF FEBRUARY 13, 2013 AMONG CERBERUS BUSINESS FINANCE, LLC, AS FIRST LIEN AGENT FOR CERTAIN FIRST LIEN LENDERS (IN SUCH CAPACITY, "FIRST LIEN AGENT"), WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SECOND LIEN AGENT FOR CERTAIN SECOND LIEN LENDERS ("SECOND LIEN AGENT"), WELLS FARGO BANK, NATIONAL ASSOCIATION, AS THIRD LIEN AGENT FOR CERTAIN THIRD LIEN LENDERS ("THIRD LIEN AGENT"), GLOBAL AVIATION HOLDINGS, INC., A DELAWARE CORPORATION ("PARENT"), AND THE OTHER "CREDIT PARTIES" THAT ARE SIGNATORY THERETO, TO THE INDEBTEDNESS (INCLUDING INTEREST) OWING BY THE CREDIT PARTIES UNDER AND IN CONNECTION WITH THAT CERTAIN FINANCING AGREEMENT DATED AS OF FEBRUARY 13, 2013 AMONG PARENT, THE OTHER CREDIT PARTIES PARTY THERETO, FIRST LIEN AGENT AND THE LENDERS FROM TIME TO TIME PARTY THERETO, AS SUCH FINANCING AGREEMENT HAS BEEN AND HEREAFTER MAY BE AMENDED, SUPPLEMENTED, REPLACED OR OTHERWISE MODIFIED FROM TIME TO TIME AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER THAT AGREEMENT AS CONTEMPLATED BY THE SUBORDINATION AGREEMENT; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.**

**ASSIGNMENT FOR SECURITY - - TRADEMARKS**

WHEREAS, Global Aviation Holdings Inc., a Delaware corporation, North American Airlines, Inc., a Delaware corporation, and World Airways, Inc., a Delaware corporation (each an "Assignor") have adopted, used and are using, and hold all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks"); provided, that, notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent-to-use" Trademark application;

WHEREAS, each Assignor has entered into a Second Lien Pledge and Security Agreement, dated February 13, 2013 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Wells Fargo Bank, National Association, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, each Assignor has granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of each Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.


Each Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of a conflict between this Assignment for Security and the Security Agreement, the terms of the Security Agreement shall govern.

This Assignment for Security – Trademarks and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

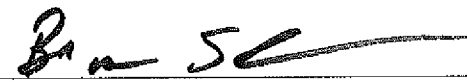
[Signature page follows]

IN WITNESS WHEREOF, each Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of February \_\_, 2013.


**GLOBAL AVIATION HOLDINGS INC.**

By:   
Name: Brian S. Gillman  
Title: Senior Vice President, General Counsel &  
Corporate Secretary

**NORTH AMERICAN AIRLINES, INC.**

By:   
Name: Brian S. Gillman  
Title: Senior Vice President, General Counsel &  
Corporate Secretary

**WORLD AIRWAYS, INC.**

By:   
Name: Brian S. Gillman  
Title: Senior Vice President, General Counsel &  
Corporate Secretary

## SCHEDULE A TO ASSIGNMENT FOR SECURITY

### Registered Trademarks and Trademark Applications

#### 1. Registered Trademarks

Owner	Trademark Name	Application Date	Application Number	Registration Date	Registration Number	Status
Global Aviation Holdings Inc.	GLOBAL AVIATION HOLDINGS	1/16/2009	77/651,450	8/10/2010	3,797,764	Issued / Registered
Global Aviation Holdings Inc.	GLOBAL AVIATION HOLDINGS & Design	1/16/2009	76/651,469	8/10/2010	3,830,113	Issued / Registered
North American Airlines, Inc.	North American Airlines	10/3/2003	76/549,665	4/4/2006	3,075,101	Issued / Registered
North American Airlines, Inc.	North American Airlines & Design	10/3/2003	76/549,667	12/20/2005	3,031,047	Issued / Registered
World Airways, Inc.	Design Only	4/16/2007	77/157,718	3/11/2008	3,394,295	Issued / Registered
World Airways, Inc.	WORLD AIRWAYS	3/8/1984	73/469,234	2/19/1985	1,321,285	Issued / Registered
World Airways, Inc.	WORLD AIRWAYS & Design	2/20/1998	75/437,558	3/2/1999	2,228,546	Issued / Registered
World Airways, Inc.	WORLD AIRWAYS & Design	3/8/1984	73/469,236	2/19/1985	1,321,286	Issued / Registered

2. Trademark Applications

None.