

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deutsche Bank Trust Company Americas (as Successor Trustee)		02/28/2013	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Global Aviation Holdings Inc.		
Street Address:	101 WORLD DRIVE		
City:	Peachtree City		
State/Country:	GEORGIA		
Postal Code:	30269		
Entity Type:	CORPORATION: DELAWARE		
Name:	North American Airlines, Inc.		
Street Address:	BLDG. 141, FEDERAL CIRCLE, JFK INTL. AIRPORT		
City:	Jamaica		
State/Country:	NEW YORK		
Postal Code:	11430		
Entity Type:	CORPORATION: DELAWARE		
Name:	World Airways, Inc.		
Street Address:	101 WORLD DRIVE		
City:	Peachtree City		
State/Country:	GEORGIA		
Postal Code:	30269		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3394295		
Registration Number:	2228546	WORLD AIRWAYS	

TRADEMARK

Registration Number:	1321286	WORLD AIRWAYS
Registration Number:	1321285	WORLD AIRWAYS
Registration Number:	3075101	NORTH AMERICAN AIRLINES
Registration Number:	3031047	NORTH AMERICAN AIRLINES
Registration Number:	3830113	GLOBAL AVIATION HOLDINGS
Registration Number:	3797764	GLOBAL AVIATION HOLDINGS

CORRESPONDENCE DATA

Fax Number: 2124466460

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

Phone: 2124464800

Email: hayley.smith@kirkland.com

Correspondent Name: Hayley Smith, Senior Legal Assistant

Address Line 1: Kirkland & Ellis LLP

Address Line 2: 601 Lexington Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	13471.28
NAME OF SUBMITTER:	Hayley Smith
Signature:	//Hayley Smith//
Date:	03/13/2013

Total Attachments: 15

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE is made as of this 28th day of February, 2013, by Deutsche Bank Trust Company Americas ("DBTCA"), the successor Indenture Trustee¹ under the Indenture, dated August 13, 2009, as supplemented, among Wells Fargo Bank, N.A. ("Wells Fargo"), as trustee, Global Aviation Holdings Inc., North American Airlines, Inc., and World Airways, Inc. (the "Companies"), as issuers, and certain guarantors, in favor of each of the Companies.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, DBTCA hereby unconditionally and expressly releases, terminates, and extinguishes, and hereby re-assigns to the Companies, any and all of its right, title and interest in and to any and all liens and security interests it may have upon the Trademarks (as defined in the First-Lien Security Agreement and Second-Lien Security Agreement dated as of August 13, 2009 and September 29, 2009, respectively, between the Companies and Wells Fargo and the other parties thereto) listed on Schedule A attached hereto and made a part hereof, which liens and security interests were established under and pursuant to those certain security documents dated as of August 13, 2009 and September 29, 2009, respectively, made by Companies in favor of Wells Fargo. Such liens and security interests were recorded with the United States Patent and Trademark Office on the following

¹ Pursuant to the Instrument of Resignation, Appointment and Acceptance (the "Instrument"), dated to be effective as of March 16, 2012, by and among (i) Global Aviation Holdings, Inc., North American Airlines, Inc., and World Airways, Inc. (collectively, the "Companies"), (ii) Wells Fargo Bank, National Association ("Wells Fargo"), and (iii) Deutsche Bank Trust Company Americas ("DBTCA"), Wells Fargo resigned as Trustee, Paying Agent, Collateral Agent and Registrar under the Indenture and Documents and DBTCA accepted its appointment by the Companies as Trustee, Paying Agent, Collateral Agent and Registrar under the Indenture and Documents. Instrument, §§ 1, 5. Pursuant to the Instrument, Wells Fargo assigned, transferred, delivered, and conveyed to DBTCA all rights, powers, and duties that Wells Fargo as Trustee, Paying Agent, Collateral Agent and Registrar held under and by virtue of the Indenture and the Documents. *Id.* § 6. A copy of the Instrument is attached hereto. Capitalized terms used in this footnote are as defined in the Instrument.

dates in the following locations: (i) on August 14, 2009, at Reel 004044, Frames 0255 – 263; (ii) on August 14, 2009, at Reel 004044, Frames 0289 – 0297; (iii) on August 14, 2009, at Reel 004044, Frames 0308 – 0316; (iv) on October 7, 2009, at Reel 004075, Frames 0287 – 0293; (v) on October 7, 2009, at Reel 004075, Frames 0298 – 0306; and (vi) on October 7, 2009, at Reel 004075, Frames 0307 – 0315.

DBTCA consents and agrees to execute and deliver, at the request and cost of the Companies, such further instruments, documents and release forms as the Companies may reasonably request to more effectively, release, terminate and extinguish any such liens and security interests upon such Trademarks.

This Release shall be binding upon DBTCA's legal representatives, assigns
and successors.

Deutsche Bank Trust Company Americas
By Deutsche Bank National Trust Company

By: Stanley Berg

Name: Stanley Berg

Title: Vice President

By: Rodney Gaughan

Name: RODNEY GAUGHAN
VICE PRESIDENT

Title: _____

SCHEDULE A

Trademarks

Registered Owner	Trademark	Registration No.
World Airways, Inc.	[Design Only]	3,394,295
World Airways, Inc.	World Airways & Design	2,228,546
World Airways, Inc.	World Airways & Design	1,321,286
World Airways, Inc.	World Airways	1,321,285
North American Airlines, Inc.	North American Airlines	3,075,101
North American Airlines, Inc.	North American Airlines & Design	3,031,047
Global Aviation Holdings Inc.	Global Aviation Holdings & Design	3,830,113
Global Aviation Holdings Inc.	Global Aviation Holdings	3,797,764

THIS INSTRUMENT OF RESIGNATION, APPOINTMENT AND ACCEPTANCE (this "Instrument"), dated to be effective as of March 16, 2012 (the "Effective Date"), is by and among **GLOBAL AVIATION HOLDINGS INC., NORTH AMERICAN AIRLINES, INC. and WORLD AIRWAYS, INC.** (together, the "Companies"), **WELLS FARGO BANK, NATIONAL ASSOCIATION** (the "Resigning Trustee"), a national banking association organized and existing under the laws of the United States having its principal corporate trust office in Minneapolis, Minnesota, and **DEUTSCHE BANK TRUST COMPANY AMERICAS** (the "Successor Trustee"), a New York banking corporation, having its corporate trust office in New York, New York, as successor Trustee. Capitalized terms not otherwise defined herein shall have the same meaning ascribed to such terms in the Indenture (as defined below).

RECITALS

WHEREAS, pursuant to an Indenture, dated as of August 13, 2009 (the "Initial Indenture"), by and among the Companies, Resigning Trustee as both Trustee and Collateral Agent, and the Guarantors named therein, the Companies issued their 14% Senior Secured First Lien Notes due 2013 (the "Notes");

WHEREAS, the Initial Indenture has been amended and supplemented by that certain First Supplemental Indenture dated as of September 28, 2009 (the "First Supplemental Indenture"), that certain Second Supplemental Indenture dated as of March 29, 2011 (the "Second Supplemental Indenture"), and that certain Third Supplemental Indenture dated as of September 14, 2011 (the "Third Supplemental Indenture", and collectively with the First Supplemental Indenture and the Second Supplemental Indenture, the "Supplemental Indentures", and the Initial Indenture collectively with the Supplemental Indentures, the "Indenture");

WHEREAS, the Companies appointed the Resigning Trustee as the indenture trustee (the "Trustee"), paying agent (the "Paying Agent"), collateral agent (the "Collateral Agent") and registrar (the "Registrar") under the Indenture;

WHEREAS, there are presently issued and outstanding \$146,459,000 in aggregate principal amount of the Notes;

WHEREAS, the Indenture provides that the Trustee may resign at any time and be discharged from the trust created therein by so notifying the Companies in writing;

WHEREAS, the Indenture further provides that if the Trustee resigns, the Companies shall promptly appoint a successor Trustee;

WHEREAS, the Resigning Trustee sent written notice of its resignation to the Companies on February 10, 2012, and the Companies desire to appoint the Successor Trustee as Trustee, Paying Agent, Collateral Agent and Registrar to succeed the Resigning Trustee in such capacities under the Indenture and in its respective capacities under the documents executed in connection with or related to the Indenture, including but not limited to, the First-Lien Security Agreement, dated as of August 13, 2009, among the Companies, the Grantors defined therein and the Resigning Trustee, as Collateral Agent (the "Collateral Agent"), and the Intercreditor

Agreement, dated as of August 13, 2009, among Global Aviation Holdings Inc., the Collateral Agent and Jefferies Finance LLC (collectively, the "Documents");

WHEREAS, nothing contained herein or in the Indenture or the Documents shall create any obligation on the part of the Successor Trustee with respect to any Second Priority Claims, including, without limitation, under the Second Lien Credit Agreement and any other documents contemplated thereby (the "Excluded Obligations"); the parties hereto acknowledging and agreeing that the Trustee's obligations shall be set forth solely in the Indenture and the Documents; and

WHEREAS, subject to the terms and conditions set forth herein, the Successor Trustee is willing to accept the appointment as Trustee, Paying Agent, Collateral Agent and Registrar under the Indenture and the Documents.

NOW, THEREFORE, in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Acceptance of Resignation of Resigning Trustee and Appointment of Successor Trustee. The Companies hereby accept the resignation of the Resigning Trustee as Trustee, Paying Agent, Collateral Agent and Registrar under the Indenture and the Documents. Pursuant to Section 7.08 of the Indenture, the Companies hereby appoint the Successor Trustee as Trustee, Paying Agent, Collateral Agent and Registrar under the Indenture and the Documents, and vest and confirm to the Successor Trustee all the rights, powers, and duties of the Trustee under the Indenture and the Documents, it being understood that the Successor Trustee is not assuming any of the Excluded Obligations and that the Trustee's obligations shall be set forth solely in the Indenture and the Documents. The Companies and the Resigning Trustee shall execute and deliver such further instruments and shall do such other things as the Successor Trustee may reasonably request so as to more fully and certainly vest and confirm in the Successor Trustee all the rights, powers, and duties assigned, transferred, delivered, and confirmed hereunder.

2. Companies Representations and Warranties. The Companies hereby represent and warrant to the Successor Trustee that:

- a. Each of the Companies is duly organized and validly existing;
- b. Except with respect to the Supplemental Indentures, each of the Companies has not entered into any amendment or supplement to the Indenture or any of the Documents, and the Indenture and the Documents are in full force and effect;
- c. Other than the Event of Default resulting from the bankruptcy petition filed by the Companies on February 5, 2012, no Event of Default and no default exist under the Indenture or any of the Documents;
- d. Except as may be provided in the Supplemental Indentures, no covenant or condition contained in the Indenture or the Documents has been waived by the

Holders of the percentage in aggregate principal amount of the Notes required by the Indenture to effect any such waiver;

- e. The Notes are validly issued securities of the Companies; and
- f. The execution and delivery by the Companies of this Instrument does not and will not conflict with, or result in a breach of, any of the terms or provisions of, or constitute a default under, any (i) contract, agreement, indenture, or other instrument (including, without limitation, the certificates of incorporation and by-laws of the Companies) to which any of the Companies is a party or by which any of the Companies or its property is bound, or (ii) any judgment, decree, or order of any court or governmental agency or regulatory body or law, rule, or regulation applicable to any of the Companies or its property.

3. **Resigning Trustee Representations and Warranties.** The Resigning Trustee hereby represents and warrants to the Successor Trustee that:

- a. Except with respect to the Supplemental Indentures, it has not entered into any amendment or supplement to the Indenture or any of the Documents, and the Indenture and the Documents are in full force and effect;
- b. Except as may be provided in the Supplemental Indentures, no covenant or condition contained in the Indenture or the Documents has been waived by the Resigning Trustee or, to the best of the knowledge of the Resigning Trustee, by the Holders of a percentage in aggregate principal amount of the Notes required by the Indenture to effect any such waiver;
- c. There is no action, suit, or proceeding pending or, to the best of the knowledge of the Resigning Trustee, threatened against the Resigning Trustee before any court or governmental authority arising out of any action or omission by the Resigning Trustee as Trustee, Paying Agent, Collateral Agent and Registrar under the Indenture or the Documents;
- d. It has made, or promptly will make, available to the Successor Trustee originals, if available, or copies in its possession, of all Documents relating to the trusts (the "Trusts") created by the Indenture and all written information in the possession of its corporate trust administration department relating to the administration and status of the Trusts and shall do such other things as the Successor Trustee may reasonably request to more fully vest and confirm in the Successor Trustee all the rights, powers, and duties assigned hereby to the Successor Trustee;
- e. The execution and delivery of this Instrument have been duly authorized by the Resigning Trustee, and this Instrument constitutes the Resigning Trustee's legal, valid, binding, and enforceable obligation;
- f. To the best of its knowledge, it has lawfully discharged its duties as Trustee, Paying Agent, Collateral Agent and Registrar under the Indenture and the Documents; and

- g. There are presently issued and outstanding \$146,459,000 in aggregate principal amount of the Notes and all accrued interest thereon has been paid through August 15, 2011.

4. **Successor Trustee Representation and Warranty.** The Successor Trustee represents and warrants to the Resigning Trustee and the Companies that it is qualified and eligible to serve as Trustee, Paying Agent, and Registrar under the Indenture, the Documents, and the Trust Indenture Act of 1939, as amended.

5. **Acceptance by Successor Trustee.** The Successor Trustee hereby accepts its appointment, as of the Effective Date, as Trustee, Paying Agent, Collateral Agent and Registrar under the Indenture and the Documents, and assumes all rights, powers, and duties of the Trustee, Paying Agent, Collateral Agent and Registrar thereunder, subject to the terms and conditions therein. Promptly after the execution and delivery of this Instrument, the Successor Trustee shall cause notices, substantially in the form annexed hereto as Exhibit A, to be sent to each Holder.

6. **Assignment by Resigning Trustee.** Except as provided in Section 9 hereof, the Resigning Trustee hereby confirms, assigns, transfers, delivers, and conveys, as of the Effective Date, to the Successor Trustee, as Trustee, Paying Agent, Collateral Agent and Registrar under the Indenture and the Documents, all rights, powers, and duties, which the Resigning Trustee, as Trustee, Paying Agent, Collateral Agent and Registrar now holds under and by virtue of the Indenture and the Documents, and shall pay over to the Successor Trustee, any and all property and moneys held by the Resigning Trustee under and by virtue of the Indenture and the Documents, subject to the lien provided by Section 7.07 of the Indenture, which lien the Resigning Trustee expressly reserves to the fullest extent necessary to secure the obligations of the Companies under said Section to the Resigning Trustee, which lien shall also secure the obligations of the Companies under said Section to the Successor Trustee.

7. **Resigning Trustee's Lien and Payment of Fees, Expenses and Indemnification.** Notwithstanding the resignation of the Resigning Trustee as Trustee, Paying Agent, Collateral Agent and Registrar under the Indenture and the Documents, the Companies shall remain obligated under Section 7.07 of the Indenture to compensate, reimburse, and indemnify the Resigning Trustee in connection with its capacities as Trustee, Paying Agent, Collateral Agent and Registrar under the Indenture and the Documents, as provided in the Indenture, and nothing contained in this Instrument shall in any way abrogate the obligations of the Companies to the Resigning Trustee under the Indenture or any lien created in favor of the Resigning Trustee thereunder. Nothing herein shall obligate the Successor Trustee for any fees, costs or expenses owing to the Resigning Trustee, as Trustee, Paying Agent, Collateral Agent and Registrar or any other capacity, on the date hereof or any future date, except out of proceeds received from the Companies or another third party. The Companies also acknowledge and reaffirm their obligations under the Indenture and the Documents to the Successor Trustee, including those set forth in Section 7.07 of the Indenture, which obligations shall survive the execution hereof. Such obligations shall include, without limitation, the fees and expenses of Successor Trustee's counsel incurred prior to the Effective Date (but no earlier than February 7, 2012) in representing the Successor Trustee (all of which shall be deemed included within the scope of Section 7.07 of the Indenture) in negotiating this Instrument and considering

prospectively issues that may be present in the Companies' pending Chapter 11 cases as well as the fees and expenses of Successor Trustee and its counsel incurred subsequent to the Effective Date. The Companies further acknowledge that the Resigning Trustee's Claims are and will be due under Section 7.07 of the Indenture, and are included within the "First" priority of payment provided for under Section 6.13 of the Indenture.

8. **Additional Documentation.** The Companies and the Resigning Trustee, for the purposes of more fully and certainly vesting in and confirming to the Successor Trustee, as Trustee, Paying Agent, Collateral Agent and Registrar, said rights, powers, and duties agree, upon reasonable request of the Successor Trustee, to execute, acknowledge, and deliver such further instruments of conveyance and further assurance and to do such other things as may reasonably be required to more fully and certainly vest and confirm to the Successor Trustee all rights, powers, and duties which the Resigning Trustee now holds under and by virtue of the Indenture and the Documents, all at the cost of the Companies. On or promptly after the Effective Date of this Instrument, the Resigning Trustee shall deliver to the Successor Trustee the items listed in Exhibit B annexed hereto.

9. **Effectiveness.** This Instrument and the resignation, appointment, and acceptance effected hereunder shall be effective as of the close of business on the Effective Date; provided, however, that the resignation of the Resigning Trustee as Registrar and Paying Agent and appointment of the Successor Trustee as Registrar and Paying Agent shall be effective as of the close of business 10 business days after the Effective Date.

10. **No Liability for Resigning Trustee Liability.** Notwithstanding anything to the contrary contained herein, the Successor Trustee shall have no liability or responsibility under the Indenture, the Documents, or any related agreement, for any period prior to the Effective Date or for any act or omission of the Resigning Trustee or any of its agents, under or in connection with the Indenture, the Documents, or any related agreement (each a "Resigning Trustee Liability"). In no event shall this Instrument be construed as a waiver of or an assumption by the Successor Trustee of any Resigning Trustee Liability.

11. **Governing Law.** This Instrument shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to applicable principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby.

12. **Counterparts.** This Instrument may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same instrument.

13. **Severability.** In case any provision in this Instrument is invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

14. **Survival of Certain Obligations of the Companies.** Notwithstanding the resignation of the Resigning Trustee, as Trustee under the Indenture, the Companies shall remain obligated under the Indenture to compensate, reimburse, and indemnify the Resigning Trustee in connection with its trusteeship under the Indenture, and nothing contained in this Instrument

shall in any way abrogate the obligations of the Companies to the Resigning Trustee under the Indenture or any lien created thereunder in favor of the Resigning Trustee.

15. Notices. All notices, whether faxed or mailed will be deemed received when sent pursuant to the following instructions:

TO THE RESIGNING TRUSTEE:

Wells Fargo Bank, National Association
Attn: James R. Lewis
40 West 57th Street, 16th Floor
New York, New York 10019
Telephone: 212-707-6972
Facsimile: 866-524-4681

TO THE SUCCESSOR TRUSTEE:

Deutsche Bank Trust Company Americas
c/o Deutsche Bank National Trust Company
Attn: Stanley Burg
100 Plaza One
Jersey City, New Jersey 07311
Telephone: 201-593-4749
Facsimile: 732-380-2345

TO ANY OF THE COMPANIES:

Global Aviation Holdings Inc.
Attention: General Counsel
101 World Drive
Peachtree, Georgia 30269
Telephone: _____
Facsimile: 770-632-8090

IN WITNESSETH WHEREOF, the parties have executed this Instrument of Resignation, Appointment and Acceptance to be deemed effective as of the day and year first above written.

Dated: March 9, 2012


GLOBAL AVIATION HOLDINGS INC., as
Company



By: **Brian S. Gillman**
Its: **Sr. Vice President,
General Counsel & Secretary**

Dated: March 9, 2012

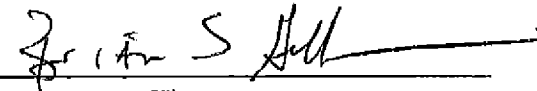
NORTH AMERICAN AIRLINES, INC., as
Company



By: **Brian S. Gillman**
Its: **Sr. Vice President,
General Counsel & Secretary**

Dated: March 9, 2012


WORLD AIRWAYS, INC., as Company



By: **Brian S. Gillman**
Its: **Sr. Vice President,
General Counsel & Secretary**

Dated: March 9, 2012

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Resigning Trustee


By: JAMES R. LEWIS
Its: VICE PRESIDENT


Instrument of Resignation, Appointment and Acceptance

Signature Page

TRADEMARK
REEL: 004980 FRAME: 0793

Dated: March __, 2012

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Successor Trustee
By: Deutsche Bank National Trust Company


By: Stanley Burg
Its: Vice President



By: RODNEY GAUGHAN
Its: VICE PRESIDENT

EXHIBIT A

**NOTICE OF APPOINTMENT OF SUCCESSOR TRUSTEE, PAYING AGENT,
COLLATERAL AGENT, AND REGISTRAR**

*To the Holders of
14% Senior Secured First Lien Notes due 2013, CUSIP No. 37990VAC9
(the "Securities") of Global Aviation Holding Inc., North American Airlines, Inc.
and World Airways Inc.*

NOTICE IS HEREBY GIVEN that Global Aviation Holding Inc., North American Airlines, Inc. and World Airways Inc. (the "Companies") have received notices of resignation from Wells Fargo Bank, National Association, as Trustee, Paying Agent, Collateral Agent, and Registrar, under the Indenture dated as of August 13, 2009, as the same has been amended and supplemented through the date hereof (the "Indenture"), which resignation was effective March __, 2012.

NOTICE IS HEREBY FURTHER GIVEN that pursuant to Sections 2.03 and 7.08 of the Indenture, the Company has appointed Deutsche Bank Trust Company Americas to act as successor Trustee, Paying Agent, Collateral Agent, and Registrar. Deutsche Bank Trust Company Americas has, pursuant to Sections 2.03 and 7.08 of the Indentures, accepted such appointments, which were effective March __, 2012. The address of the Corporate Trust Office of Deutsche Bank Trust Company Americas is:

Deutsche Bank Trust Company Americas
Trust and Agency Services
60 Wall Street, 27th Floor
New York, New York 10005
Attn: Client Services

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Successor Trustee, Paying Agent,
Collateral Agent and Registrar

Dated: March __, 2012

EXHIBIT B

Documents to be delivered to the Successor Trustee (to the extent in the Resigning Trustee's possession):

1. A complete copy of the register of the Holders under the Indenture.
2. Copies of any notices, certificates or other documents sent by the Resigning Trustee to all the Holders pursuant to the terms of the Indenture or received by the Resigning Trustee from any Holder pursuant to the terms of the Indenture.
3. Complete and executed copies of the Indenture and the Documents and any supplements, waivers and amendments thereto.
4. Such other documents currently in the possession of the Resigning Trustee, as the Successor Trustee may request to transfer the appointment to it or otherwise perform its duties under the Indenture and the Documents.