

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PEMCO WORLD AIR SERVICES, INC.		03/15/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO HARRIS FINANCING, INC.		
Street Address:	115 SOUTH LASALLE STREET		
Internal Address:	ATTN: CLIENT SERVICES, DEPARTMENT 17 WEST		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	CORPORATION: DELAWARE		
Name:	Bank of Montreal		
Street Address:	115 SOUTH LASALLE STREET		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Canadian Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1928070	PEMCO WORLD AIR SERVICES	
Registration Number:	1871578	PEMCO AEROPLEX	
Registration Number:	1871579	PEMCO	
Registration Number:	1970225	PEMCO	
Registration Number:	1963645	PEMCO	
Registration Number:	1963568	PEMCO ENGINEERS	
Registration Number:	1962637	PEMCO ENGINEERS	

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 2027393001*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.***Phone:** 2027395652**Email:** chowell@morganlewis.com**Correspondent Name:** Catherine R. Howell, Senior Paralegal**Address Line 1:** 1111 Pennsylvania Ave., N.W.**Address Line 2:** Morgan, Lewis & Bockius LLP**Address Line 4:** Washington, DISTRICT OF COLUMBIA 20004**ATTORNEY DOCKET NUMBER:**

070284-0002

NAME OF SUBMITTER:

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Signature:

/Catherine R. Howell/

Date:

03/26/2013

Total Attachments: 4

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Trademark Security Agreement

Trademark Security Agreement, dated as of March 15, 2013, by PEMCO WORLD AIR SERVICES, INC., a Delaware corporation (the “Grantor”), in favor of BMO HARRIS FINANCING, INC., (“BMO Harris”) and Bank of Montreal (the “Bank,” and together with BMO Harris, the “Secured Party”).

W I T N E S S E T H:

WHEREAS, the Secured Party and Avion Services Group Holding Corp., a Delaware corporation (“Avion”), are party to that certain Loan Authorization Agreement, dated as of November 16, 2011 (as the same may have been amended, supplemented, amended and restated or otherwise modified from time to time, the “Loan Authorization Agreement”);

WHEREAS, Avion, the Secured Party and the Grantor are party to that certain Novation and Assumption Agreement, dated as of the date hereof (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time, the “Novation Agreement”) whereby the Grantor has assumed all obligations and liabilities of Avion under the Loan Agreement and the other Loan Documents (as such term is defined in the Novation Agreement); and

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party, to enter into the Novation Agreement, the Grantor hereby agrees with the Secured Party as follows:

SECTION 1. Defined Terms. The following term, when used in this Trademark Security Agreement, shall have the following meaning. Unless otherwise defined herein, terms not defined in this Trademark Security Agreement and used herein have the meaning given to them in that certain Pledge and Security Agreement by and among Grantor and the Secured Party, dated as of the date hereof (as the same may be amended supplemented, amended and restated or otherwise modified from time to time the “Security Agreement”).

“Trademarks” shall mean all United States, state and foreign trademarks, service marks, certification marks, collective marks, tradenames, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature, rights of publicity and privacy pertaining to the names, likeness, signature and biographical data of natural persons, now or hereafter in force, and, with respect to any and all of the foregoing: (i) all registrations and recordation thereof and all applications in connection therewith including, but not limited to, the registrations and applications referred to on Schedule I hereto(as such schedule may be amended or supplemented from time to time), (ii) all renewals and extensions thereof (iii) the goodwill of the business associated therewith and symbolized thereby, (iv) all rights corresponding to any of the foregoing throughout the world, (v) all rights to sue at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or

other impairment thereof, including, without limitation, the right to receive all proceeds of suit and damage awards therefore, and (vi) all payments, income and royalties and rights to payments, income and royalties arising out of the sale, lease, license assignment or other disposition thereof.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Secured Party a lien on and security interest in and to all of its right, title and interest in, and a right of setoff against, the Trademarks (including, without limitations, those listed on Schedule I hereto) to secure payment, performance and observance of the Guaranteed Obligations.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Secured Party shall otherwise determine.

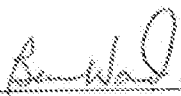
SECTION 4. Termination. Upon the payment in full of the Obligations (other than contingent indemnity obligations which survive termination of the Loan Authorization Agreement pursuant to the stated terms thereof) and termination of the Security Agreement, the Secured Party shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

In witness whereof, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized office as of the date first set forth above.

PEMCO WORLD AIR SERVICES, INC.

By: 
Name: Ben Ward
Title: Chief Financial Officer, Treasurer
and Secretary

[Signature page to Trademark Security Agreement – BMO]

Schedule 1

Trademarks

<u>Mark</u>	USPTO Registration No.
PEMCO WORLD AIR SERVICE (Service Mark) (Cls 6, 7, 12)	1928070
PEMCO AEROPLEX (Service Mark) (Cls 37, 40, 42)	1871578
PEMCO (Cls 37, 40, 42)	1871579
PEMCO (Cls 12)	1970225
PEMCO (Cls 6, 7)	1963645
PEMCO ENGINEERS (Cls 12)	1963568
PEMCO ENGINEERS (Cls 6, 7)	1962637

Trademark Applications

None.