

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|---------------------------------------|--------------------------|-----------------------|
| 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: | SUN AVION FINANCE, LLC | | |
| Street Address: | 5200 Town Center Circle, Suite 600 | | |
| City: | Boca Raton | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 33486 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| 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 | |
| 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: | 2027395652 | | |
| Email: | chowell@morganlewis.com | | |
| Correspondent Name: | Catherine R. Howell, Senior Paralegal | | |
| Address Line 1: | 1111 Pennsylvania Ave., N.W. | | |

CH \$190.00 1928070

Address Line 2: Morgan, Lewis & Bockius LLP
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

| | |
|-------------------------|---------------------------------------|
| ATTORNEY DOCKET NUMBER: | 070284-0002 |
| NAME OF SUBMITTER: | Catherine R. Howell, Senior Paralegal |
| 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. (the "Grantor"), in favor of SUN AVION FINANCE, LLC ("Secured Party").

W I T N E S S E T H:

WHEREAS, the Grantor is obligor under that certain Secured Promissory Gird Note, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Note");

WHEREAS, the Grantor is party to a Pledge and Security Agreement of even date herewith (the "Security Agreement") in favor of the Secured Party pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party, for the benefit of the Lenders, to enter into the Note, 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 Note 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 – Sun Avion Finance, LLC]

TRADEMARK
REEL: 004992 FRAME: 0737

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.