

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
Rock-It Cargo USA LLC		02/28/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	300 Barr Harbor Drive
Internal Address:	5 Tower Bridge, Suite 850, 8th Floor
City:	Conshohocken
State/Country:	PENNSYLVANIA
Postal Code:	19428-2998
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1587918	ROCK-IT CARGO AIR AND SEA
Registration Number:	1681267	AIR AND SEA ROCK-IT CARGO
Registration Number:	3974992	DIETL INTERNATIONAL
Registration Number:	3783351	ELP EVENT LOGISTICS PARTNERSHIP
Registration Number:	2401198	ROCK-IT AIR CHARTER
Registration Number:	1587915	ROCK-IT CARGO
Registration Number:	1687916	ROCK-IT CARGO
Registration Number:	3842259	SOUND MOVES
Registration Number:	4206332	CARGOLIVE
Serial Number:	85731898	
Serial Number:	85731897	CS
Serial Number:	85731896	CARGOSCIENCE
Serial Number:	85731838	CARGOSCIENCE

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Serial Number:	85731837	CARGOSCIENCE
Serial Number:	85157707	JET CHARTER SOLUTIONS
Serial Number:	77981230	SOUND MOVES
Serial Number:	85708994	COSDEL

CORRESPONDENCE DATA

Fax Number: 2159791020
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 215.979.1817
Email: ccampbell@duanemorris.com
Correspondent Name: Christiane S. Campbell
Address Line 1: 30 South 17th Street
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	F6003-00023
NAME OF SUBMITTER:	Christiane S. Campbell
Signature:	/Christiane S. Campbell/
Date:	04/29/2013

Total Attachments: 5
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GRANT OF SECURITY INTEREST

TRADEMARKS

This GRANT OF SECURITY INTEREST, dated as of February 28, 2013 is executed by ROCK-IT CARGO USA LLC, a Delaware limited liability company (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION ("Wells Fargo"), as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "Collateral Agent"). Unless otherwise defined herein, all other capitalized terms used herein and defined in the Security Agreement shall have the respective meanings given to those terms in the Security Agreement.

A. (1) Pursuant to that certain Credit Agreement, dated as of February 28, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, Rock-It Cargo Holdings International Ltd., the lending institutions from time to time party thereto (the "Lenders") and Wells Fargo, as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), Collateral Agent and Letter of Credit Issuer, the Lenders have severally agreed to make Loans to the Borrower and the Letter of Credit Issuer has agreed to issue Letters of Credit for the account of the Borrower or any Restricted Borrower Group Member upon the terms and subject to the conditions set forth therein, (2) one or more Hedge Banks may from time to time enter into Secured Hedge Agreements with any Credit Party or any Restricted Borrower Group Member and (3) one or more Cash Management Banks may from time to time provide Cash Management Services to any Credit Party or any Restricted Borrower Group Member.

B. The Grantor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

C. The Grantor and other entities party thereto from time to time have entered into a Security Agreement dated as of February 28, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Grant of Security Interest.

D. Pursuant to the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with the goodwill associated therewith or symbolized thereby and all other assets, rights and interests that uniquely reflect or embody such goodwill, and all proceeds thereof, (the "Collateral"), to secure the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise of all of the Secured Obligations (as defined in the Security Agreement) of the Grantor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Collateral Agent and its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in and a continuing

lien on all of the Grantor's right, title and interest in and on all of the Collateral now owned or hereafter acquired by the Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all of the Secured Obligations of the Grantor.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Collateral granted hereby 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.

The Collateral Agent's address is:

Wells Fargo Bank, National Association
5 Tower Bridge, Suite 850, 8th Floor
300 Barr Harbor Drive
Conshohocken, PA 19428-2998
Attention: John M. Fessick
Tel. No. (484) 530-1749
Fax No. (484) 530-1795

The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Grant of Security Interest.

THIS GRANT OF SECURITY INTEREST SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

This Grant of Security Interest has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement, as applicable, shall govern.

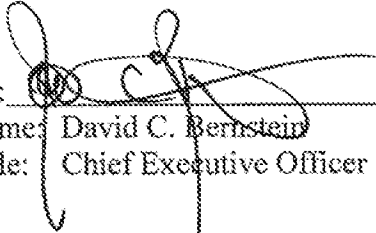
Trademarks

Country	Trademark:	Trademark Status	Application #:	Registration #:
United States	ROCK-IT CARGO AIR AND SEA & Design	Registered	73/739,889	1,587,918
United States	AIR AND SEA ROCK-IT CARGO & DESIGN	Registered	74/035,108	1,681,267
United States	DIETL INTERNATIONAL	Registered	77/607,731	3,974,992
United States	ELP EVENT LOGISTICS PARTNERSHIP & Design	Registered	77/669,833	3,783,351
United States	ROCK-IT AIR CHARTER	Registered	75/396,713	2,401,198
United States	ROCK-IT CARGO	Registered	73/733,113	1,587,915
United States	ROCK-IT CARGO	Registered	74/035,111	1,687,916
United States	SOUND MOVES	Registered	77/611,264	3,842,259
United States	CARGOLIVE	Registered	77/898,191	4,206,332
United States	C and Design	Pending	85/731,898	-
United States	CS and Design	Pending	85/731,897	-
United States	C CARGOSCIENCE and Design	Pending	85/731,896	-
United States	CARGOSCIENCE and Design	Pending	85/731,838	-
United States	C and CARGOSCIENCE and Design	Pending	85/731,837	-
United States	JET CHARTER SOLUTIONS	Pending	85/157,707	-
United States	SOUND MOVES	Registered	77/981,230	3,949,103
United States	COSDEL	Pending	85/708,994	-

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

GRANTOR:

ROCK-IT CARGO USA LLC

By: 
Name: David C. Bernstein
Title: Chief Executive Officer

[Signature Page to Grant of Security Interest (Trademarks)]

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Collateral Agent for the benefit of the
Secured Parties

By: John M. Fessick
Name: John M. Fessick
Title: Senior Vice President

[Signature Page to Grant of Security Interest (Trademarks)]

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