

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Release

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon, as Agent		05/14/2013	Bank: UNITED STATES

RECEIVING PARTY DATA

Name:	AIR-SERV GROUP, LLC
Street Address:	1370 Mendota Heights Rd.
City:	Mendota Heights
State/Country:	MINNESOTA
Postal Code:	55120
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	AIR-SERV INTERNATIONAL, INC.
Street Address:	1370 Mendota Heights Rd.
City:	Mendota Heights
State/Country:	MINNESOTA
Postal Code:	55120
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1567989	AIR-TOUCH
Registration Number:	1275952	AIR-SERV
Registration Number:	1422618	DUO-SERV
Registration Number:	1560677	VAC-SERV
Registration Number:	1617202	AIR-VEND
Registration Number:	3874341	AIR FOR CHARITY INFLATING TIRES FOR CHAR
Registration Number:	1938051	AIR-SERV INTERNATIONAL

OP \$190.00 1567989

CORRESPONDENCE DATA

Fax Number:

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

Email: daniel.cote@thomsonreuters.com

Correspondent Name: Zafoon Siddiqi, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Zafoon Siddiqi, Legal Assistant
Signature:	/daniel cote thomsonreuters/
Date:	05/16/2013

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

The Bank of New York Mellon, as Agent

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Bank
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 05/14/2013

- Assignment
- Security Agreement
- Other Trademark Release
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: AIR-SERV GROUP, LLC

Street Address: 1370 Mendota Heights Rd.

City: Mendota Heights

State: MN

Country: USA Zip: 55120

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship US - DE

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

SEE SCHEDULE I

SEE SCHEDULE I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Zafoon Siddiqi, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3744

Docket Number: _____

Email Address: zsiddiqi@cahill.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

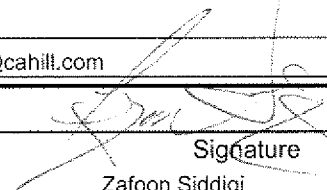
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

Zafoon Siddiqi

Name of Person Signing

May 14, 2013

Date

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ADDITIONAL NAMES OF RECEIVING PARTIES (In connection with Item 1 of Trademark
Recordation Form Cover Sheet):

AIR-SERV INTERNATIONAL, INC.
Delaware INC.
Citizenship – US – DE

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of May 14, 2013 in favor of AIR-SERV GROUP, LLC, a Delaware limited liability company, and AIR-SERV INTERNATIONAL, INC., a Delaware corporation (together, the "Grantors") by THE BANK OF NEW YORK MELLON, in its capacity as collateral agent and secured party (the "Agent") for the Creditors. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Security Agreement (as defined below).

WHEREAS, pursuant to (i) that certain Amended and Restated Credit Agreement dated as of January 10, 2011 (as from time to time amended, restated, supplemented or otherwise modified, the "Senior Credit Agreement") by and among Macquarie AIR-serv Holdings Inc. ("Borrower"), certain lenders party thereto from time to time (the "Senior Lenders") and Bank of Montreal, as administrative agent, (ii) that certain Mezzanine Credit Agreement dated as of December 1, 2010 (as from time to time amended, restated, supplemented or otherwise modified, including pursuant to Amendment No. 1 dated as of January 10, 2011, the "Mezzanine Credit Agreement") by and among Borrower, Deutsche Bank Trust Company Americas and certain noteholders party thereto (the "Mezzanine Holders") and (iii) that certain Amended and Restated Subordinated Credit Agreement dated as of January 10, 2011 (as from time to time amended, restated, supplemented or otherwise modified, the "Subordinated Credit Agreement", and together with the Senior Credit Agreement and the Mezzanine Credit Agreement, the "Credit Agreements") by and among Borrower, the lenders party thereto (the "Subordinated Lenders", and together with the Senior Lenders and the Mezzanine Holders, the "Creditors") and AMP Capital Investors Limited, as administrative agent and arranger, Creditors agreed to make extensions for the benefit of Borrower, which directly or indirectly owns each Grantor;

WHEREAS, pursuant to that certain Security Agreement dated as of July 6, 2006 (as from time to time amended, restated, supplemented or otherwise modified, including pursuant to the First Amendment to the Security Agreement dated as of December 1, 2010, the "Security Agreement") by and among Grantors, Borrower, ASI Holding Corp., AIR-serv Holding, LLC and the Agent, each Grantor granted to the Agent a security interest in all of its right, title and interest in, to and under certain intellectual property and, in connection therewith, entered into that certain Trademark Security Agreement dated as of February 7, 2011 (the "Trademark Security Agreement") by and among Grantors and the Agent, for the purpose of recording such security interest with respect to the Trademark Collateral (as defined therein), which included those items set forth on Schedule I hereto, with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 8, 2011, at Reel 004469, Frame 0562; and

WHEREAS, each Grantor has paid all of its outstanding indebtedness to the Agent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby, on behalf of itself and the Creditors, (i) terminates the Trademark Security Agreement, (ii) terminates, cancels and releases any and all security interests it or any Creditor has against the Trademark Collateral, and (iii) re-assigns to Grantors, on behalf of itself and the Creditors, any right, title and interest it or any Creditor may have in, to and under the Trademark Collateral.


The Agent shall, at Grantors' expense, take all further actions, and provide to Grantors, their successors, assigns and other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantors to more fully and effectively effectuate the purposes of this Release.

This Release shall be construed in accordance with and governed by the law of the State of New York.

* * * * *

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the date first set forth above.

THE BANK OF NEW YORK MELLON,
as Agent

By: 

Name: Beata Harvin

Title: Vice President

SCHEDULE I
TRADEMARK REGISTRATIONS

Grantor	Mark	Registration Number	Date
AIR-SERV GROUP, LLC	AIR-TOUCH	1,567,989	11/28/1999
AIR-SERV GROUP, LLC	AIR-SERV	1,275,952	5/1/2004
AIR-SERV GROUP, LLC	DUO-SERV	1,422,618	12/30/2006
AIR-SERV GROUP, LLC	VAC-SERV	1,560,677	10/17/2009
AIR-SERV GROUP, LLC	AIR-VEND	1,617,202	10/9/2010
AIR-SERV GROUP, LLC	AIR FOR CHARITY INFLATING TIRES FOR CHARITIES AND DESIGN	3,874,341	11/9/2010
AIR-SERV INTERNATIONAL, LLC	AIR-SERV INTERNATIONAL	1,938,051	11/28/2005