

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Executive Air Support, Inc.		05/31/2013	CORPORATION:
Atlantic Aviation Oregon FBO, Inc.		05/31/2013	CORPORATION:
Macquarie Aviation North America Inc.		05/31/2013	CORPORATION:
Macquarie Aviation North America 2 Inc.		05/31/2013	CORPORATION:

RECEIVING PARTY DATA

Name:	Barclays Bank PLC
Street Address:	745 SEVENTH AVENUE
Internal Address:	27TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Bank: UNITED KINGDOM

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3254733	ATLANTIC
Registration Number:	3254734	ATLANTIC
Registration Number:	3254736	ATLANTIC
Registration Number:	3176047	A
Registration Number:	1578132	FLIGHTCRAFT
Registration Number:	3564348	METROPORT
Registration Number:	3457059	AVPORTS

CORRESPONDENCE DATA

Fax Number: 2123108007

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

Phone: 212-735-4559
Email: vindra.richter@weil.com
Correspondent Name: Vindra Richter c/o Weil et al
Address Line 1: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	B.DROZDA/21151.0088/VR
NAME OF SUBMITTER:	Vindra Richter
Signature:	/vindra richter/
Date:	05/31/2013

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 31, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) is made by the Persons listed on the signature pages hereof (each, a “Grantor”, and collectively, the “Grantors”) in favor of Barclays Bank PLC (“Barclays”), as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Atlantic Aviation FBO Holdings LLC, a Delaware limited liability company, Atlantic Aviation FBO Inc., a Delaware corporation (the “Borrower”), and certain subsidiaries of the Borrower have entered into a Credit Agreement dated as of May 31, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with Barclays Bank PLC, as Administrative Agent and Collateral Agent, and the Lenders party thereto. Terms defined in the Credit Agreement or the Guarantee and Collateral Agreement (as hereinafter defined) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

WHEREAS, each Grantor has executed and delivered that certain Guarantee and Collateral Agreement dated May 31, 2013 made by the Grantors to the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed pursuant thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office or other governmental authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a lien on and security interest in all of such Grantor’s right, title and interest in and to its Intellectual Property, including, without limitation, the following (collectively, the “Collateral”):

- (i) the patents and patent applications set forth in Schedule A hereto;
- (ii) the trademark and service mark registrations and applications for registration therefor set forth in Schedule A hereto (provided that no security interest shall be granted in intent-to-use trademark applications prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein or the attachment or enforcement thereof would impair the validity or enforceability of such intent-to-use trademark application or any registration issuing therefrom under applicable federal law), together with the goodwill symbolized thereby;
- (iii) all copyright registrations and applications set forth in Schedule A hereto;
- (iv) all agreements relating to the license or use of any Intellectual Property and set forth in Schedule A hereto;

(v) all reissuances, divisions, revisions, continuations, continuations in part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(vi) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vii) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of such Grantor's Obligations.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks or any other applicable government officer, as applicable, record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. To the extent there is any conflict between the terms and conditions of this IP Security Agreement and the terms and conditions of the Guarantee and Collateral Agreement, the terms and conditions of the Guarantee and Collateral Agreement shall control.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

EXECUTIVE AIR SUPPORT, INC.

By: 
Name:
Title:

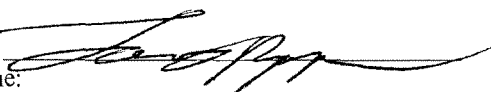
ATLANTIC AVIATION OREGON FBO, INC.

By: 
Name:
Title:

MACQUARIE AVIATION NORTH AMERICA INC.

By: 
Name:
Title:

MACQUARIE AVIATION NORTH AMERICA 2 INC.

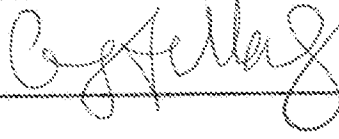
By: 
Name:
Title:

BARCLAYS BANK PLC, as Collateral Agent

By: _____

Name:

Title:

A handwritten signature in cursive script, appearing to read "Craig Malloy", written over a horizontal line.

Craig Malloy
Director

[Signature Page To IP Security Agreement]

TRADEMARK
REEL: 005038 FRAME: 0675

**Schedule A to the
Intellectual Property Security Agreement**

Patents and Patent Applications

None.

Trademark and Service Mark Registrations and Applications for Registration

Country	Trademark	App. No.	Status	Reg. No.	Reg. Date	Owner
United States	ATLANTIC (Classes 43 and 45)	78/496654	Registered	3254733	Jun. 26, 2007	Executive Air Support, Inc.
United States	ATLANTIC (Stylized, Classes 43 and 45)	78/496659	Registered	3254734	Jun. 26, 2007	Executive Air Support, Inc.
United States	ATLANTIC & A Design (Classes 43 and 45)	78/496786	Registered	3254736	Jun. 26, 2007	Executive Air Support, Inc.
United States	A Design Mark (Classes 37, 39)	78/496783	Registered	3176047	Nov. 28, 2006	Executive Air Support, Inc.
United States	FLIGHTCR AFT	73/794185	Registered	1578132	January 16, 1990	Atlantic Aviation Oregon FBO, Inc.
United States	METROSPORT	77/497062	Registered	3564348	January 20, 2009	Macquarie Aviation North America Inc.
United States	AVPORTS	77/275552	Registered	3457059	July 1, 2008	Macquarie Aviation North America 2 Inc.

Copyright Registrations and Applications

None.

Intellectual Property license agreements

None.