

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon (successor to The Bank of New York), as Collateral Agent		05/31/2013	Banking Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Executive Air Support, Inc.		
Street Address:	c/o Atlantic Aviation FBO Inc.		
Internal Address:	6652 Pinecrest Drive, Suite 300		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75024		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	78496783	A	
Serial Number:	78496786	ATLANTIC	
Serial Number:	78496770	A ATLANTIC	
Serial Number:	78496659	ATLANTIC	
Serial Number:	78496654	ATLANTIC	
CORRESPONDENCE DATA			
Fax Number:	2123262061		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-728-5742		
Email:	arom@omm.com		
Correspondent Name:	Ariel Rom		
Address Line 1:	O'Melveny & Myers LLP		

CH \$140.00 78496783

Address Line 2: Times Sq. Tower, 7 Times Square
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 530799-10

NAME OF SUBMITTER: Alexandra C. Echery

Signature: /ace/

Date: 06/04/2013

Total Attachments: 5

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Release of Security Interest in Trademarks

This Release Security Interest in Trademarks (this "Release"), dated as of May 31, 2013, is made by The Bank of New York Mellon (successor to The Bank of New York), in its capacity as Collateral Agent (the "Collateral Agent") pursuant to the Loan Agreement in favor of Executive Air Support, Inc. ("Pledgor"). All terms used but not otherwise defined herein shall have the meanings ascribed to those terms in the Security Agreement (as defined below).

WHEREAS, pursuant to (a) that certain Subsidiary Security Agreement, dated as of December 12, 2005, by and among the Collateral Agent, Pledgor and certain affiliates of Pledgor named therein (the "Security Agreement"), and (b) that certain Grant of Security Interest in Service Marks, dated as of December 14, 2005, by Pledgor in favor of the Collateral Agent (the "Trademark Security Agreement"), Pledgor pledged and granted to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of Pledgor's right, title and interest in, to and under: (a) the Trademarks listed on Schedule I attached hereto (the "Trademarks"), (b) all goodwill associated with such Trademarks, and (c) all proceeds of any and all of the foregoing;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on December 20, 2005, at Reel 3214, Frame 447; and

WHEREAS, the Collateral Agent has agreed to release, relinquish and discharge any and all security interest in and lien on the Trademarks held by the Collateral Agent for the benefit of the Secured Parties.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent agrees, for the benefit of Pledgor, as follows:


1. The Collateral Agent, for the benefit of the Secured Parties, hereby terminates the Trademark Security Agreement and hereby terminates, releases, cancels, relinquishes and discharges to Pledgor all liens and security interests the Collateral Agent has in, to and under (a) the Trademarks, (b) all goodwill associated with such Trademarks, and (c) all proceeds of any and all of the foregoing.
2. The Collateral Agent represents and warrants that it has the full power and authority to execute this Release.
3. The Collateral Agent hereby agrees, at the expense of Pledgor, to take any reasonable actions and to execute any further documents necessary or reasonably requested by Pledgor to effectuate, record or evidence the release of the Collateral Agent's collateral pledge, grant, assignment, lien and security interest in the Trademarks.
4. The Administrative Agent authorizes and requests the United States Patent and Trademark Office to record this Release.

5. This Release may be executed in any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Release by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.
6. **THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS EXECUTED IN AND TO BE PERFORMED IN SUCH STATE, IRRESPECTIVE OF ITS CHOICE OF LAW RULES.**

[Signature page follows.]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date hereinabove set forth.

The Bank of New York Mellon, as Collateral Agent

By: 
Name: BEATA HARVIN
Title: V.P.

ACCEPTED AND AGREED:

Executive Air Support, Inc.

By: _____
Name:
Title:

[Signature page to Release of Security Interest in Trademarks]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date hereinabove set forth.

The Bank of New York Mellon, as Collateral Agent

By: _____
Name:
Title:

ACCEPTED AND AGREED:

Executive Air Support, Inc.

By: 
Name: Louis T. Pepper
Title: President and Chief Executive Officer

[Signature page to Release of Security Interest in Trademarks]

SCHEDULE I

TRADEMARKS

SERIAL NUMBER	TRADEMARK
78496783	A Design Mark
78496786	ATLANTIC & A Design
78496770	A ATLANTIC & Design
78496659	ATLANTIC, Stylized
78496654	ATLANTIC