

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308120

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AirBorn, Inc.		06/27/2013	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as Agent		
Street Address:	4720 Piedmont Row Drive		
Internal Address:	Suite 300		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28210		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	86071680	AIRBORN ENGINEERING = PROBLEM SOLVED	
Serial Number:	86071672	AIRBORN ENGINEERING EQUALS PROBLEM SOLVE	
Serial Number:	86052850	HD4	
Serial Number:	86088320	HD4	
Serial Number:	86252490	RZ	
Serial Number:	86252479	RZ	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	919 286-8000		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	031558-248		
NAME OF SUBMITTER:	Ellen A. Rubel		
SIGNATURE:	/Ellen A. Rubel/		

OP \$165.00 86071680

DATE SIGNED:	06/19/2014
Total Attachments: 4 source=NGSI-T#page1.tif source=NGSI-T#page2.tif source=NGSI-T#page3.tif source=NGSI-T#page4.tif	

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to (i) the Revolving Credit and Security Agreement dated as of June 27, 2013 (as amended, the "Domestic Credit Agreement") by and among the undersigned (the "Grantor"), the other entities party thereto as borrowers (together with the Grantor, the "Borrowers"), the financial institutions parties thereto as the lenders (the "Lenders"), and PNC Bank, National Association, as Agent (the "Agent"), and (ii) the Export-Import Loan and Security Agreement dated as of June 27, 2013 (as amended, the "Export-Import Loan Agreement" – hereinafter the Export-Import Loan Agreement and the Domestic Credit Agreement may be referred to collectively as the "Credit Agreement") by and among the Borrowers, the Lenders and the Agent, the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the trademarks shown below to the Agent for the ratable benefit of the holders of the Obligations (as defined in the Credit Agreement):

TRADEMARK APPLICATIONS

<u>Trademark Application No.</u>	<u>Description of Trademark Applied For</u>	<u>Date of Trademark Application</u>
	See <u>Schedule 1</u> attached hereto	

The Grantor and the Agent hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Credit Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

AIRBORN, INC.,
as Grantor

By: Bob McGowan
Name: Bob McGowan
Title: C.F.O.

Acknowledged and Accepted:

PNC BANK, NATIONAL ASSOCIATION, as Agent

By: _____
Name: Bryan Shia
Title: Senior Vice President

The Grantor and the Agent hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Credit Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

AIRBORN, INC.,
as Grantor

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

PNC BANK, NATIONAL ASSOCIATION, as Agent

By: Bryan Shia
Name: Bryan Shia
Title: Senior Vice President

Schedule 1

**Airborn, Inc.
(Texas Corporation)**

U.S. Trademarks

Pending Applications

Description	Application No.	Filing Date
AIRBORN ENGINEERING = PROBLEM SOLVED	86071680	9/23/13
AIRBORN ENGINEERING EQUALS PROBLEM SOLVED	86071672	9/23/13
HD4	86052850	8/30/13
HD4 and Design	86088320	10/10/13
RZ	86252490	4/15/14
RZ and Design	86252479	4/15/14