

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM428623

|   |                                 |                       |  |
|---|---------------------------------|-----------------------|--|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                  |                       |  |
| <b>NATURE OF CONVEYANCE:</b>  | RELEASE OF SECURITY INTEREST    |                       |  |
| <b>CONVEYING PARTY DATA</b>   |                                 |                       |  |
| <b>Name</b>   | <b>Formerly</b>                 | <b>Execution Date</b> | <b>Entity Type</b>                             |
| Wells Fargo Bank  |                                 | 04/07/2017            | National Banking Association:<br>UNITED STATES |
| <b>RECEIVING PARTY DATA</b>   |                                 |                       |  |
| <b>Name:</b>  | World Airways, Inc.             |                       |  |
| <b>Street Address:</b>  | 101 WORLD DRIVE                 |                       |  |
| <b>City:</b>  | PEACHTREE CITY                  |                       |  |
| <b>State/Country:</b>   | GEORGIA                         |                       |  |
| <b>Postal Code:</b>   | 30269                           |                       |  |
| <b>Entity Type:</b>   | Corporation: DELAWARE           |                       |  |
| <b>PROPERTY NUMBERS Total: 4</b>  |                                 |                       |  |
| <b>Property Type</b>  | <b>Number</b>                   | <b>Word Mark</b>      |  |
| <b>Registration Number:</b>   | 3394295                         |                       |  |
| <b>Registration Number:</b>   | 1321285                         | WORLD AIRWAYS         |  |
| <b>Registration Number:</b>   | 2228546                         | WORLD AIRWAYS         |  |
| <b>Registration Number:</b>   | 1321286                         | WORLD AIRWAYS         |  |
| <b>CORRESPONDENCE DATA</b>  |                                 |                       |  |
| <b>Fax Number:</b>  | 8662895775                      |                       |  |
| <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> |                                 |                       |  |
| <b>Phone:</b>   | 646.535.3252                    |                       |  |
| <b>Email:</b>   | jenna@jfk-lawyer.com            |                       |  |
| <b>Correspondent Name:</b>  | Jenna F. Karadbil               |                       |  |
| <b>Address Line 1:</b>  | 175 Varick Street, Suite 306    |                       |  |
| <b>Address Line 2:</b>  | Law Office of Jenna F. Karadbil |                       |  |
| <b>Address Line 4:</b>  | New York, NEW YORK 10014        |                       |  |
| <b>NAME OF SUBMITTER:</b>   | Jenna F. Karadbil               |                       |  |
| <b>SIGNATURE:</b>   | /Jenna F. Karadbil/             |                       |  |
| <b>DATE SIGNED:</b>   | 05/23/2017                      |                       |  |
| <b>Total Attachments: 3</b>   |                                 |                       |  |
| source=2nd lien World Airways Release#page1.tif   |                                 |                       |  |

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## **PARTIAL RELEASE OF TRADEMARK SECURITY AGREEMENT (SECOND LIEN)**

WHEREAS, pursuant to that certain ASSIGNMENT FOR SECURITY - - TRADEMARKS, dated as of February 13, 2013 (the "Trademark Security Agreement"), recorded in the United States Patent and Trademark Office ("USPTO") at Reel 4963, Frame 0423 on February 14, 2013, among other things, WORLD AIRWAYS, INC., a Delaware corporation ("Releasee"), pledged, conveyed, sold, assigned, transferred, set over unto and granted to WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Wells Fargo"), in its capacity as second lien agent (the "Second Lien Agent"), for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of the Second Lien Agent in, to and under the trademarks and service marks listed on the attached Schedule A (the "Released Trademarks"), together with, among other things, the goodwill of the business symbolized by the Released Trademarks and the applications and registrations thereof and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (together with the Released Trademarks, the "Released Collateral") to secure the prompt payment, performance and observance of the Secured Obligations.

WHEREAS, pursuant to Section 2.6(c) of that certain Subordination Agreement, dated as of February 13, 2013, by and among Cerberus Business Finance, LLC, in its capacity as first lien agent (the "First Lien Agent"), the Second Lien Agent and Wells Fargo, in its capacity as third lien agent (the "Third Lien Agent"), Global Aviation Holdings Inc., North American Airlines, Inc. and Releasee, the Second Lien Agent, irrevocably appointed the First Lien Agent as its attorney-in-fact, with full authority in its place and stead and in its name, to, among other things, execute and deliver any document or instrument releasing its liens in the Released Collateral.

WHEREAS, Releasee has requested that the Second Lien Agent release its liens in the Released Collateral and, pursuant to this Partial Release of Trademark Security Agreement (Second Lien), confirm the release, relinquishment and discharge of the Second Lien Agent's continuing security interest in the Released Collateral.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, the undersigned hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.
2. Release of Security Interest in the Released Collateral. The Second Lien Agent, without any representation and warranty and without any recourse, releases, relinquishes and discharges its continuing security interest, and any other interest of any kind, in the Released Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Partial Release of  
Trademark Security Agreement (Second Lien) to be duly executed as of April 7, 2017.

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By: Cerberus Business Finance, LLC  
Its: Attorney-In-Fact

By: 

Name: Joseph Naccarato

Title: Chief Operating Officer

**SCHEDULE A**

**Trademark Registrations/Applications**

Registrations:

| <b>OWNER</b>        | <b>REGISTRATION<br/>NUMBER</b> | <b>TRADEMARK</b>          |
|---------------------|--------------------------------|---------------------------|
| World Airways, Inc. | 3,394,295                      | Design Only               |
| World Airways, Inc. | 1,321,285                      | WORLD AIRWAYS             |
| World Airways, Inc. | 2,228,546                      | WORLD AIRWAYS &<br>Design |
| World Airways, Inc. | 1,321,286                      | WORLD AIRWAYS &<br>Design |