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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 5-1-03 Stevens Aviation, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Delaware [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: Heller Financial, Inc. Internal Address: Street Address: 500 West Monroe Street City: Chicago State: IL Zip: 60661 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Delaware [] Other 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) Additional name(s) & address(es) attached? [] Yes [x] No

3. Nature of conveyance: [] Assignment [] Merger [x] Amendment to Security Agreement [] Change of Name [] Other Execution Date: April 22, 2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/503941 B. Trademark Registration No.(s) 2,620,825 Additional number(s) attached [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Steven L. Schaaf Internal Address: Parker, Hudson, Rainer & Dobbs LLP Street Address: 1500 Marquis Two Tower 285 Peachtree Center Avenue, N.E. City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved: 2 7. Total fee (37 CFR 3.41).....\$ 65.00 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Steven L. Schaaf Name of Person Signing Signature April 29, 2003 Date Total number of pages including cover sheet, attachments, and document: 6

05/05/2003 DEBYRNE 00000111 76503941 40.00 MPP 25.00 OP

Documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002724 FRAME: 0731



Stevens Aviation Inc.

Donaldson Center Industrial Air Park
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Greenville, SC 29605

stevensaviation.com
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Toll Free: 800.359.7838
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PO Box 310
Conestee, SC 29636-0310

April 22, 2003

Heller Financial, Inc.
500 West Monroe Street
Chicago, Illinois 60661

Ladies and Gentlemen:

Reference is made to that certain Trademark and Servicemark Security Agreement between Stevens Aviation, Inc. ("Borrower") and Heller Financial, Inc. ("Lender"), dated March 7, 1994, as recorded in the United States Patent and Trademark Office ("USPTO") on March 28, 1994 at Reel/Frame number 1135/0007 (the "Trademark Security Agreement"). All capitalized terms used in this letter agreement, unless otherwise defined herein, shall have the meaning ascribed to such terms in that certain Loan and Security Agreement dated March 7, 1994, between Lender and Borrower, as at any time amended.

Pursuant to Sections 7 and 8 of the Trademark Security Agreement, Borrower is obligated to give notice to Lender whenever Borrower obtains rights to any new trademarks, or becomes entitled to the benefit of any trademark application, and Lender is entitled to modify the Trademark Security Agreement by amending Schedule A thereto to include the new trademarks or applications therefor.

Borrower acknowledges that it has obtained rights to the trademarks listed on the attached Schedule A-1. Lender and Borrower agree to amend the Trademark Security Agreement to include the trademarks listed on Schedule A-1 as provided below.

Schedule A to the Trademark Security Agreement is hereby amended by adding to the list of trademarks and trademark applications thereon the trademarks listed on Schedule A-1 attached hereto. Lender is hereby authorized to attach a copy of Schedule A-1 to the Trademark Security Agreement as a supplement to Schedule A thereto and to file a copy of the Trademark Security Agreement, as so supplemented and/or of this letter agreement, with the USPTO at Borrower's expense.

To secure the prompt payment and performance to Lender of all of the Obligations, Borrower hereby grants and regrants to Lender a continuing security interest in and lien upon all of Borrower's right, title and interest in, to and under the following property, in each case whether now existing or hereafter acquired or arising and wherever the same may be located (the "Additional Trademark Collateral"):

income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements or dilution thereof or injury to the associated goodwill, (iii) the right to sue for past, present and future infringements or dilution thereof or injury to the associated goodwill, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of Borrower's business connected with and symbolized by each Trademark; and

(c) all proceeds and products of the foregoing.

Borrower hereby covenants and warrants to Lender:

(a) that it is the sole and exclusive owner of the Additional Trademark Collateral and has the full authority to enter into this letter agreement and to grant the security interest and lien hereunder;

(b) that none of the Additional Trademark Collateral has heretofore been pledged, hypothecated or otherwise encumbered in favor of anyone other than Lender, and the Additional Trademark Collateral is in all aspects free and clear of any such encumbrances;

(c) that, to Borrower's knowledge, the validity of the Additional Trademark Collateral has never been questioned;

(d) that Borrower has not entered into any contract or made any commitment that will or may impair Lender's rights hereunder; and

(e) that none of the Additional Trademark Collateral or any rights therein shall be licensed or assigned in any manner without the prior written consent of Lender.


Borrower agrees to take such further actions as Lender shall request from time to time in connection herewith to evidence or give effect to the agreements and amendments set forth herein or any of the transactions contemplated hereby.

This letter agreement shall be effective upon execution by Borrower and acceptance by Lender (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of Illinois. This letter agreement may be executed in any number of counterparts and by different parties to this letter agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

If this letter is acceptable to Lender, please evidence its agreement by executing the enclosed copy of this letter.

Very truly yours,

STEVENS AVIATION, INC.

By: 

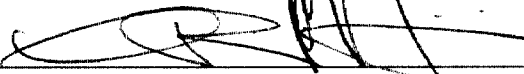
Title: CFO

Accepted and agreed to this

23 day of ~~March~~, 2003:

April

HELLER FINANCIAL, INC

By: 

Title: Account Manager

STATE OF SC)

COUNTY OF Greenville)

Before me, the undersigned, a Notary Public in and for County and State aforesaid, personally appeared Neal J. McBrat whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself to be Vice President of Stevens Aviation, Inc., the within named bargainer, a Delaware corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

Witness my hand and seal at office in _____, this 22nd day of April, 2003.

Ellen S. Rogers
Notary Public

My Commission expires February 8, 2009

STATE OF _____)

COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for County and State aforesaid, personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself to be _____ of Heller Financial, Inc., the within named bargainer, a Delaware corporation, and that he as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as _____.

Witness my hand and seal at office in _____, this ____ day of _____, 2003.

Notary Public

My Commission expires _____

SCHEDULE A-1

Trademark Registrations

| <u>Trademark</u> | <u>Country</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|------------------|----------------|--------------------------------|------------------------------|
| "S" Logo | United States | 2,620,825 | 9/17/02 |

Trademark Applications

| <u>Trademark</u> | <u>Country</u> | <u>Application Number</u> | <u>File Date</u> |
|------------------|----------------|-------------------------------|----------------------|
| Learjet Select | United States | 76/503941 | 4/4/03 |