

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Truman Arnold Companies		02/06/2013	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Citibank, N.A.
Street Address:	2001 Ross Avenue Suite 4300
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	National Association: TEXAS

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	85653124	KEYSTONE AVIATION
Registration Number:	3953150	TAC AIR
Registration Number:	3953151	TAC AIR
Registration Number:	2807462	TACENERGY
Registration Number:	2809435	TACENERGY
Registration Number:	2281039	TAC
Registration Number:	2292318	TAC AIR
Registration Number:	1731648	TAC AIR

CORRESPONDENCE DATA

Fax Number: 8043447999
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 804-788-7365
 Email: HWRITM@hunton.com
 Correspondent Name: Elizabeth L. Brooks - Hunton & Williams

CH \$215.00 85653124

Address Line 1: 951 East Byrd Street
Address Line 2: Riverfront Plaza - East Tower
Address Line 4: Richmond, VIRGINIA 23219-4074

ATTORNEY DOCKET NUMBER: 31472.85

NAME OF SUBMITTER: Elizabeth L. Brooks

Signature: /Elizabeth L. Brooks/

Date: 02/06/2013

Total Attachments: 3
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TRADEMARK SECURITY AGREEMENT

February 6, 2013

WHEREAS, TRUMAN ARNOLD COMPANIES ("Grantor"), owns the trademarks, trademark registrations and trademark applications listed on Schedule 1 annexed hereto, and is a party to the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, certain of its affiliates, the lenders party thereto and CITIBANK, N.A., as administrative agent ("Secured Party") have entered into that certain Credit Agreement dated February 6, 2013 (as the same may be amended and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor; and

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to Secured Party a security interest in all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Proprietary Rights (as defined in the Credit Agreement), which includes all trademarks, trademark registrations, trademark applications and trademark licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all Obligations (as defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration and trademark application, including, without limitation, the trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;
- (2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each trademark license referred to in Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor and Secured Party have caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date set forth above.

Acknowledged:

GRANTOR:

TRUMAN ARNOLD COMPANIES

By: Greg Arnold
Greg Arnold
President and Chief Executive Officer





SECURED PARTY:

CITIBANK, N.A.,
as administrative agent

By: Jackie Helmer
Jackie Helmer
Vice President

Schedule 1
to Trademark
Security Agreement

Trademarks and Servicemarks:

Mark	Country	Owner	Serial or Reg. No.
KEYSTONE AVIATION	US	Truman Arnold Companies	85/653,134
TAC AIR	US	Truman Arnold Companies	3,953,150
	US	Truman Arnold Companies	3,953,151
TACENERGY	US	Truman Arnold Companies	2,807,462
	US	Truman Arnold Companies	2,809,435
	US	Truman Arnold Companies	2,281,039
	US	Truman Arnold Companies	2,292,318
TAC AIR	US	Truman Arnold Companies	1,731,648