

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DYNAMIC AVIATION GROUP, INC.		09/26/2013	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION, acting as Administrative Agent		
Street Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	A National Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77095865	DYNAMIC AVIATION	
Serial Number:	85063055	INNOVATION TAKES FLIGHT	
Serial Number:	77095877	DYNAMIC AVIATION PARTNERS SAFEGUARDING E	
Serial Number:	86012244	DYNAMIC AVIATION	
CORRESPONDENCE DATA			
Fax Number:	443-957-19		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	410-385-5081		
Email:	lbell@gebbsmith.com		
Correspondent Name:	Laura Bell, Legal Asst.		
Address Line 1:	1 South Street, Suite 2200		
Address Line 2:	Gebhardt & Smith LLP		
Address Line 4:	Baltimore, MARYLAND 21202-3281		
ATTORNEY DOCKET NUMBER:	JT 29927		

OP \$115.00 77095865

NAME OF SUBMITTER:	Joseph R. S. Tyssowski, Jr., Esquire
Signature:	/Joseph R.S. Tyssowski, Jr./
Date:	09/30/2013
Total Attachments: 5 source=Trademark Security Agr#page1.tif source=Trademark Security Agr#page2.tif source=Trademark Security Agr#page3.tif source=Trademark Security Agr#page4.tif source=Trademark Security Agr#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("AGREEMENT") is dated as of September 27, 2013 by and between DYNAMIC AVIATION GROUP, INC., a Virginia limited liability company ("PLEDGOR"); and PNC BANK, NATIONAL ASSOCIATION and its successors and assigns, as agent, for the Lenders ("AGENT"), under the Amended And Restated Credit Agreement of even date herewith between the PLEDGOR, the AGENT, the Lenders that are a party thereto, and the guarantors of the PLEDGOR'S obligations thereunder (as such agreement may be amended, modified or restated from time to time, the "CREDIT AGREEMENT").

RECITALS

Pursuant to the terms and provisions of the CREDIT AGREEMENT, the Lender's thereunder ("LENDERS") are providing to the PLEDGOR, certain credit facilities, which are to be secured by, among other things, security interests and liens in all of the assets of the PLEDGOR. Consequently, the PLEDGOR has agreed to execute and deliver this AGREEMENT in order to grant to the AGENT, for the benefit of the LENDERS, a security interest in all trademarks now or hereafter owned by the PLEDGOR and all goodwill and other rights associated therewith.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the PLEDGOR agrees as follows:

Section 1. Defined Terms. As used in this AGREEMENT, the terms set forth in this Section 1 have the meanings set forth below, unless the specific context of this AGREEMENT clearly requires a different meaning. Terms defined in this Section 1 or elsewhere in this AGREEMENT are in all capital letters throughout this AGREEMENT. The singular use of any defined term includes the plural and the plural use includes the singular.

Section 1.1. "EVENT OF DEFAULT" shall have the meaning given to that term in the CREDIT AGREEMENT.

Section 1.2. "LOAN DOCUMENTS" shall have the meaning given to that term in the CREDIT AGREEMENT.

Section 1.3. "OBLIGATIONS" shall have the meaning given to that term in the CREDIT AGREEMENT.

Section 1.4. "TRADEMARKS" means all right, title and interest of the PLEDGOR, whether now owned or existing or hereafter acquired or arising, in, to, under and by virtue of all trademarks, trade names, corporate names, partnership names, company names, business names, fictitious business names, trade styles, service marks, package or product designs, trade dress, logos, other source of business identifiers, and prints and labels on which any of the foregoing have appeared or appear, now existing or hereafter adopted or acquired, and all registrations and recordings thereof, and all applications for any of the foregoing, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office, together with: (a) all renewals thereof, (b) all intellectual property of the PLEDGOR and goodwill of the business to which any of the foregoing relates, (c) all present and future rights of the PLEDGOR under all present and future license agreements relating to any of the foregoing, whether the PLEDGOR is licensee or licensor thereunder, (d) all income, royalties, damages and payments now or hereafter due or payable under any of the foregoing or with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (e) all present and future claims, causes of action and rights to sue for past, present or future infringements thereof, (f) all general intangibles, proceeds and products related thereto, and (g) all rights corresponding thereto throughout the world. "TRADEMARKS," as defined above shall include, without limitation, all of the United States trademarks and trademark applications listed on Exhibit A attached hereto and incorporated herein by reference.

Section 2. Grant Of Security Interest. As security for the complete and timely payment, performance and satisfaction of all of the OBLIGATIONS, the PLEDGOR hereby mortgages, pledges, and hypothecates unto the AGENT and the AGENT'S successors and assigns, for the benefit of the AGENT, upon the following terms and conditions, and hereby grants to the AGENT and the AGENT'S successors and assigns, for the benefit of the LENDERS, a security interest in and to all of the PLEDGOR'S right, title and interest in, under or by virtue of the TRADEMARKS, whether

now owned or existing or hereafter acquired, and in the products and proceeds thereof. The security interests granted by the PLEDGOR to the AGENT hereunder shall automatically attach to and include all rights to any TRADEMARKS which are subsequently obtained by the PLEDGOR after the date of this AGREEMENT or to any licenses thereof. The PLEDGOR hereby irrevocably and unconditionally authorizes the AGENT to modify and amend from time to time this AGREEMENT and Exhibit A hereto to include any such additional TRADEMARKS or licenses, without any further assent or signature of the PLEDGOR. Future advances are intended to be secured.

Section 3. Additional Trademarks. If, before the OBLIGATIONS shall have been satisfied in full, the PLEDGOR shall: (a) obtain rights to any TRADEMARKS not listed on Exhibit A, or to any licenses relating to any such TRADEMARKS; or (b) become entitled to the benefit of any TRADEMARK not listed on Exhibit A hereto or to the benefit of any license renewal, the security interest of the AGENT granted hereunder shall automatically attach thereto and the other provisions of Section 2 shall automatically apply thereto and the PLEDGOR shall give prompt written notice thereof to the AGENT. The PLEDGOR irrevocably and unconditionally authorizes the AGENT to modify this AGREEMENT by amending Exhibit A to include any such additional TRADEMARKS, without any further assent or signature of the PLEDGOR until the OBLIGATIONS have been satisfied in full. The PLEDGOR shall, promptly after request by the AGENT, and at the PLEDGOR'S expense, execute and deliver to the AGENT, in form and content reasonably satisfactory to the AGENT and in proper form for filing in the United States TRADEMARK and Trademark Office, such security agreements, assignments or other documents as may be reasonably required by the AGENT in order to reflect of record the AGENT'S interest therein pursuant to this AGREEMENT and the LOAN DOCUMENTS.

Section 4. Representations And Warranties. The PLEDGOR represents and warrants that: (a) Exhibit A hereto includes all TRADEMARKS owned by the PLEDGOR as of the date hereof (b) the PLEDGOR is the sole and exclusive owner of the entire unencumbered right, title and interest in and to each of the TRADEMARKS, free and clear of any liens, charges and encumbrances, including without limitation pledges, security interests, assignments, licenses, franchise agreements, registered user agreements and covenants by the PLEDGOR not to sue third persons; and (c) the PLEDGOR has the unqualified right to enter into this AGREEMENT and to perform its terms.

Section 5. Maintenance Of Quality Standards. The PLEDGOR covenants to use and require the use of consistent standards of quality in the manufacture of products sold and services rendered under the TRADEMARKS. The PLEDGOR further agrees to promptly provide notice to the LENDER of all rights obtained subsequent to the date of this AGREEMENT in and to any TRADEMARKS not set forth on Exhibit A

Section 6. Rights Upon The Occurrence Of An Event Of Default. Upon the occurrence of an EVENT OF DEFAULT, in addition to all other rights and remedies available under the LOAN DOCUMENTS or under applicable law, including but not limited to the rights of a secured party under the Uniform Commercial Code in effect from time to time in Maryland, the AGENT shall have the right at any time (but shall have no obligation) to take, in its name or in the name of the PLEDGOR or otherwise, such actions as the AGENT may, at any time or from time to time, deem necessary to maintain, protect, sell, liquidate, transfer, license, assign or otherwise dispose of or realize upon the TRADEMARKS, upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk.

Section 7. No Duty Imposed Upon Agent and Lenders. The powers conferred upon the AGENT hereunder are solely to protect the interest of the AGENT and the LENDERS in the TRADEMARKS and shall not impose any duty upon the AGENT or the LENDERS to exercise any such powers.

Section 8. Patent And Trademark Office And Third Parties May Rely Upon Pledgor's Authorizations To Lender. If the AGENT shall elect to exercise any of its rights hereunder, the United States Patent and Trademark Office shall have the right to rely upon the AGENT'S written statement of the AGENT'S right to sell, assign, license and transfer the TRADEMARKS and the PLEDGOR hereby irrevocably and unconditionally authorizes the United States Patent and Trademark Office to recognize such sale by the AGENT either in the PLEDGOR'S name or in the AGENT'S name without the necessity or obligation of the United States Patent and Trademark Office to ascertain the existence of any default by the PLEDGOR under the LOAN DOCUMENTS.

Section 9. Notices. Notices that are required or permitted to be delivered hereunder shall be sufficient if in writing and sent to the addresses set forth in the CREDIT AGREEMENT, in the manner and within the time specified in the CREDIT AGREEMENT.

Section 10. No Further Assignment. The PLEDGOR shall not further assign, transfer, license or convey its interests in the TRADEMARKS without the prior written consent of the AGENT.

Section 11. Amendment. The terms and conditions of this AGREEMENT may be modified, altered, waived, or amended only by a writing executed by the AGENT consenting to the modification, alteration, waiver, or amendment.

Section 12. Choice Of Law. This AGREEMENT shall be construed according to the laws of the Commonwealth of Virginia. All parties hereto consent to the jurisdiction and venue of the courts of the Commonwealth of Virginia in any action to enforce, construe or interpret this AGREEMENT.

Section 13. Severability. If any of the provisions of this AGREEMENT are judicially determined to be in conflict with any law of the Commonwealth of Virginia or otherwise judicially determined to be unenforceable for any reason whatsoever, such provision shall be deemed null and void to the extent of such unenforceability but shall be deemed separable from and shall not invalidate any other provision of this AGREEMENT.

Section 14. Successors And Assigns. The terms, covenants and conditions contained in this AGREEMENT shall inure to the benefit of the AGENT, the LENDERS and their successors and assigns, and shall be binding upon the PLEDGOR and its successors and assigns.


Section 15. Waiver Of Jury Trial. The PLEDGOR and the AGENT each agree that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by any party hereto or any successor or assign of any party hereto, with respect to this AGREEMENT, the LOAN DOCUMENTS, or any other document or agreement which in any way relates, directly or indirectly, to this AGREEMENT, the LOAN DOCUMENTS, the OBLIGATIONS or any event, transaction or occurrence arising out of or in any way connected with this AGREEMENT, the LOAN DOCUMENTS, any of the OBLIGATIONS, or the dealings of the parties with respect thereto, shall be tried only by a court, and not by a jury. **THE PLEDGOR AND THE AGENT HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION, OR PROCEEDING.** The PLEDGOR acknowledges and agrees that this provision is a specific and material aspect of the agreement between the parties hereto and that the AGENT would not enter into the subject transactions if this provision were not part of this AGREEMENT.

IN WITNESS WHEREOF, the PLEDGOR has executed this AGREEMENT as of the date first above written with the specific intention of creating an instrument under seal.

WITNESS/ATTEST:

PLEDGOR:
DYNAMIC AVIATION GROUP, INC.



By:  (SEAL)
Name: Michael A. Skoltzhus
Title: Pres & CEO
Date: _____

[SIGNATURE PAGE 2 OF TO TRADEMARK SECURITY AGREEMENT]

WITNESS/ATTEST:

AGENT:

PNC BANK, NATIONAL ASSOCIATION, as Agent

Shawn R. O'Leary

By: [Signature] (SEAL)
Name: [Signature]
Title: [Signature]
Date: September 26, 2013

EXHIBIT "A"

Schedule Of Trademarks

<u>Trademark No.</u>	<u>Word Mark</u>
77095865	DYNAMIC AVIATION
85063055	INNOVATION TAKES FLIGHT
77095877	DYNAMIC AVIATION PARTNERS SAFEGUARDING EARTH
86012244	DYNAMIC AVIATION