

FORM PTO-1595 (Modified)  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)  
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RE

01-31-2001

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



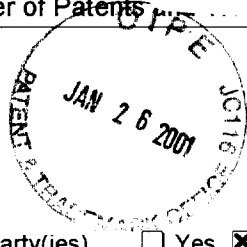
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To the Honorable Commissioner of Patents

Attached original documents or copy thereof.

1. Name of conveying party(ies):  
**Atlantic Aviation Corporation**



2. Name and address of receiving party(ies):

Name: **First Union National Bank**

Internal Address: **Attn: Syndication Agency Services**

**Charlotte Plaza, CP-23**

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Street Address: **201 S. College Street**

City: **Charlotte** State: **NC** ZIP: **28288**

Execution Date: **12/20/2000**

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

B. Patent No.(s)

**4,783,025**

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Karl S. Sawyer, Jr.**

Internal Address: **Kennedy Covington Lobdell &**

**Hickman, LLP**

**4200 Bank of America Corporate Center**

Street Address: **100 N. Tryon St.**

01/30/2001 GTOM11 00000136 4783025

01 FC:581 40.00 0P

City: **Charlotte** State: **NC** ZIP: **28202**

6. Total number of applications and patents involved: **1**

7. Total fee (37 CFR 3.41):.....\$ **40.00**

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

8. Deposit account number:

**18-1215**

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.

**Karl S. Sawyer, Jr.**

**January 22, 2001**

Name of Person Signing

Signature

**9**

Date

Total number of pages including cover sheet, attachments, and document:

## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement") is entered into as of this 21st day of December, 2000 by ATLANTIC AVIATION CORPORATION, a Delaware corporation (the "Grantor") in favor of FIRST UNION NATIONAL BANK, as administrative agent (the "Administrative Agent") for the benefit of the Lenders (as defined below) party to the Credit Agreement (as defined below).

### STATEMENT OF PURPOSE

WHEREAS, the Grantor owns certain patents and patent applications, including those patents and patent applications listed on Schedule 1 annexed hereto, and is a party to the patent licenses listed on Schedule 2 annexed hereto; and

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement of even date herewith (as amended, restated, supplemented and otherwise modified from time to time, the "Credit Agreement") among the Grantor and the other Borrowers party thereto (collectively, the "Borrowers"), such Lenders party thereto (collectively, the "Lenders"), the Administrative Agent and Heller Financial, Inc., as Documentation Agent, the Lenders have agreed to extend certain credit facilities to the Borrowers on the terms and conditions more particularly described in the Credit Agreement; and

WHEREAS, pursuant to the terms of the Amended and Restated Collateral Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement," all capitalized terms defined in the Credit Agreement or the Collateral Agreement and not otherwise defined herein have the respective meanings provided for in the Credit Agreement or the Collateral Agreement), between the Borrowers and the Administrative Agent, the Borrowers have granted to the Administrative Agent for the ratable benefit of itself and Lenders a security interest in certain assets of each of the Borrowers, including all right, title and interest of the Grantor in, to and under all Patent Collateral (as hereinafter defined) to secure the payment of all Obligations owing by the Borrowers (including the Grantor) under the Credit Agreement and the other Loan Documents;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. **Grant of Security Interest.** Grantor does hereby grant to the Administrative Agent for the ratable benefit of itself and Lenders a continuing security interest in all of Grantor's right, title and interest in, to and under all of the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether now existing or hereafter created or acquired, in order to secure the Obligations referred to herein:

(a) all patents and patent applications owned by the Grantor (each of the foregoing items in this clause a "Patent," and collectively, the "Patents"), now existing anywhere in the world or hereafter filed or acquired, whether currently in

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use or not, together with all registrations and recordings thereof and all applications filed in connection therewith, whether pending or in preparation for filing, including applications filed in any office or agent of the United States of America (including the United States Patent and Trademark Office) or any foreign country, and including, without limitation, those referred to in Schedule 1 annexed hereto and any reissue, reexamination, extension, division, continuation, continuation-in-part or improvement patent thereof;

(b) all Patent licenses and other agreements providing the Grantor with the right to use, or pursuant to which the Grantor provides the right to use, any of the items described in Section 1(a) (together, the "Patent Licenses"), including each Patent license referred to in Schedule 2 annexed hereto;

(c) all of the goodwill of the business connected with the use of each item described in Sections 1(a) or 1(b);

(d) the right to sue third parties for past, present or future infringements of any Patent Collateral described in Section 1(a) and, to the extent applicable, Section 1(b); and

(e) all products and proceeds of, and the rights associated with, the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or of any Patent including, without limitation, the Patents referred to in Schedule 1 annexed hereto, the Patents issued with respect to the Patent applications referred to in Schedule 1 and the patents licensed under any Patent License, (ii) injury to the goodwill associated with the use of any such Patent licensed under any Patent License, or (iii) breach or enforcement of any Patent license.

2. **Other Security Interests.** This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. **Restrictions on Future Actions.** The Grantor agrees that until all Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, the Grantor will not, without the Administrative Agent's prior written consent enter into any agreement including, without limitation, any license agreement, which is inconsistent with the Grantor's obligations under this Agreement if such action would reasonably be expected to materially adversely affect the fair market value of any of the Patent Collateral or the benefits of this Agreement to the Administrative Agent. The Grantor further agrees (i) that it will pay all maintenance fees due on each of the Patents which issues or is issued, (ii) that it will diligently prosecute all patent applications described in Section 1(a), and (iii) that it will not abandon any Patent or take any other action, or permit any action to be taken by others subject to its control, including licensees,

or fail to take any action, which would materially adversely affect the validity or enforcement of the rights transferred to the Administrative Agent under this Agreement.

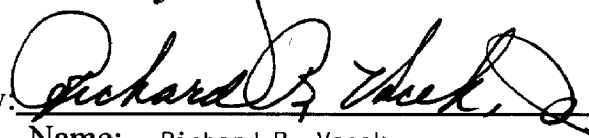
4. **New Patents.** The Grantor represents and warrants to the Administrative Agent that the Patents listed on Schedule 1 annexed hereto and the license agreements listed on Schedule 2 annexed hereto constitute all of the issued Patents now owned by or licensed to the Grantor for which patents have been issued or applied for in the United States Patent and Trademark Office or in the patent office of any foreign country. If, before the Obligations have been satisfied in full and the Credit Agreement terminated, the Grantor shall (i) file any new patent application in the United States or any foreign country or otherwise obtain rights to any new patents or patent applications filed in or issued by the United States or any foreign country or (ii) become entitled to the benefit of any patent or patent application filed in or issued by the United States or any foreign country, the provisions of Section 1 above shall automatically apply thereto and the Grantor shall give to the Administrative Agent prompt written notice thereof. The Grantor hereby authorizes the Administrative Agent to modify this Agreement upon such written notice by amending Schedule 1 and Schedule 2 annexed hereto to include any future patents, patent applications and license agreements which are Patents, as applicable, under Section 1 above or under this Section 4.

5. **Agent Not Liable.** The Administrative Agent does not by virtue of this Agreement assume any obligations whatsoever in respect of the Patent Collateral including, without limitations any obligation to renew registrations of or defend the validity, enforceability or distinctiveness of the Patent Collateral.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto, all as of the date first set forth above.

ATLANTIC AVIATION CORPORATION

By: 

Name: Richard B. Vacek

Title: Vice President and Secretary

[Signature Pages Continue]


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[Patent Security Agreement]

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Agreed and Accepted as of the  
24th day of November, 2002.

FIRST UNION NATIONAL BANK,  
as Administrative Agent

By:   
Name: CHRIS HETTERLY  
Title: DIRECTOR

[Acknowledgment Follows]

[Patent Security Agreement]

ACKNOWLEDGMENT

STATE OF Pennsylvania  
COUNTY OF Philadelphia

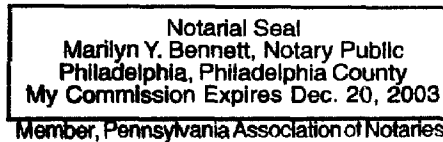
I, Marilyn Y. Bennett, a Notary Public for said County and State, do hereby certify that Richard B. Vacek personally appeared before me this day and stated that (s)he is Vice President of ATLANTIC AVIATION CORPORATION and acknowledged, on behalf of ATLANTIC AVIATION CORPORATION, the due execution of the foregoing instrument.

Witness my hand and official seal, this 20<sup>th</sup> day of December, 2000

Marilyn Y. Bennett  
Notary Public

My commission expires:

12-20-2003



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[Patent Security Agreement]

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Schedule 1  
to Patent  
Security Agreement

Issued U.S. Patents

No.	Title	Inventor(s)	Issue Date
4,783,025	EMERGENCY MEDI[C]AL SERVICE- INTERIOR FOR AIRCRAFT	James D. Moffett	Nov. 8, 1988

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[Patent Security Agreement]

**PATENT**  
**REEL: 011467 FRAME: 0169**



Schedule 2  
to Patent  
Security Agreement

None.

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[Patent Security Agreement]

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**RECORDED: 01/26/2001**

**PATENT**  
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