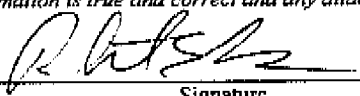


Form PTO-1594 RECORDATION FORM COVER SHEET U.S. DEPARTMENT OF COMMERCE (Ref. 03/01) TRADEMARKS ONLY U.S. Patent and Trademark Office OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇄ ⇄ ⇄	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.	
1. Name of conveying party(ies): Bank of America, N.A. <input type="checkbox"/> Individual(s) <input checked="" type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State - <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Madison Capital Funding LLC</u> Internal Address: <u>303 W. Madison Street</u> Street Address: <u>Suite 1220</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60606</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State of <input type="checkbox"/> Other _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>November 19, 2001</u>	4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) <u>1864964</u> <u>1428687</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Robert E. Browne</u> Internal Address: <u>Altheimer & Gray</u> Street Address: <u>10 S. Wacker Drive - Suite 4000</u> City: <u>Chicago</u> State: <u>Illinois</u> Zip: <u>60606</u>	6. Total number of applications and registrations involved: 2 7. Total fee (37 CFR 3.41) \$ <u>65.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____ <u>011.156</u> (Attach duplicate copy of this page if paying by deposit account)
DO NOT USE THIS SPACE	
9. Statement and signature <i>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.</i> <u>Robert E. Browne</u>  <u>December 17, 2001</u> Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and document: 5	

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

**ASSIGNMENT OF
COLLATERAL TRADEMARK SECURITY AGREEMENT**

FOR VALUE RECEIVED, and in accordance with the Note Purchase and Sale Agreement, dated as of November ~~15~~, 2001 (the "Agreement") by and among BANK OF AMERICA, N.A. ("Assignor") and MADISON CAPITAL FUNDING LLC ("Assignee"), Assignor does hereby sell, assign and transfer, as of the date hereof, unto the Assignee and its successors and assigns all right, title, and interest of the Assignor, in, to and under that certain Collateral Trademark Security Agreement made February 23, 1998, between Assignor and Corporate Wings, Inc., an Ohio Corporation, and attached hereto and including Exhibits A and B as currently reflected, and which is based on a Loan and Security Agreement between Assignor and Corporate Wings, Inc., a Delaware corporation, now known as Flight Options International, Inc.

This Agreement is made with the consent of Flight Options International, Inc., formerly known as Corporate Wings, Inc., a Delaware corporation ("Borrower") and Corporate Wings, Inc., an Ohio corporation ("Company"), each of whom represent that the Collateral secured by the Collateral Trademark Security Agreement subsists with the exception of Registration Number 1864964 for the mark Corporate Wings as reflected on Exhibit A to the Collateral Trademark Security Agreement and has not been diluted or damaged and that all representations, warranties, covenants and agreements made by Company and Borrower in the Collateral Trademark Security Agreement are valid and have not been breached. This assignment is governed by and construed and interpreted in accordance with the Agreement and the internal laws of the State of Illinois.

Assignee has no recourse to Assignor under this Assignment except as provided in the Agreement. The Assignor hereby certifies on and as of the date hereof that each and every representation and warranty of the undersigned contained in the Agreement is true and correct on and as of the date hereof in all material respects with the same force and effect as if originally expressed on and as of the date hereof.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officers(s) thereunto duly authorized this _ day of November, 2001. Company and Borrower have, by their duly authorized officers, consented to this Assignment.

BANK OF AMERICA, N.A. ("Assignor")

By Michael Stalinton
Its MICHAEL STALINTON
VICE PRESIDENT
MADISON CAPITAL FUNDING LLC ("Assignee")

By _____
Its _____

FLIGHT OPTIONS INTERNATIONAL, INC.
(f/k/a Corporate Wings, Inc.)

By _____
Its _____

CORPORATE WINGS, INC. (Ohio)

By _____
Its _____

Assignee has no recourse to Assignor under this Assignment except as provided in the Agreement. The Assignor hereby certifies on and as of the date hereof that each and every representation and warranty of the undersigned contained in the Agreement is true and correct on and as of the date hereof in all material respects with the same force and effect as if originally expressed on and as of the date hereof.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officers(s) thereunto duly authorized this ____ day of November, 2001. Company and Borrower have, by their duly authorized officers, consented to this Assignment.

BANK OF AMERICA, N.A. ("Assignor")

By: _____
Its: _____

MADISON CAPITAL FUNDING LLC ("Assignee")

By: *Robert White*
Its: _____

FLIGHT OPTIONS INTERNATIONAL, INC.
(f/k/a Corporate Wings, Inc.)

By: _____
Its: _____

CORPORATE WINGS, INC. (Ohio)

By: _____
Its: _____

Assignee has no recourse to Assignor under this Assignment except as provided in the Agreement. The Assignor hereby certifies on and as of the date hereof that each and every representation and warranty of the undersigned contained in the Agreement is true and correct on and as of the date hereof in all material respects with the same force and effect as if originally expressed on and as of the date hereof.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officers(s) thereunto duly authorized this ____ day of November, 2001. Company and Borrower have, by their duly authorized officers, consented to this Assignment.

BANK OF AMERICA, N.A. ("Assignor")

By: _____
Its: _____

MADISON CAPITAL FUNDING LLC ("Assignee")

By: _____
Its: _____

FLIGHT OPTIONS INTERNATIONAL, INC.
(f/k/a Corporate Wings, Inc.)

By: _____
Its: _____

CORPORATE WINGS, INC. (Ohio)

By: _____
Its: _____