

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Trademark Collateral Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAXjet Airways, Inc.		01/12/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of New York		
Street Address:	600 E. Las Colinas Blvd.		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75150		
Entity Type:	Banking Corporation: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3143283	MAXJET	
Registration Number:	3149850	MAXJET	
Serial Number:	78720548	IT'S JUST GOOD BUSINESS	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8008339848		
Email:	matthew.mayer@thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	80 State Street		
Address Line 2:	6th Floor		
Address Line 4:	Albany, NEW YORK 12207		
ATTORNEY DOCKET NUMBER:	CSC # 714521		
NAME OF SUBMITTER:	Matthew Mayer		

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Signature:	/Matthew Mayer/
Date:	01/17/2007
Total Attachments: 5 source=Maxjet-BankofNY-tm3#page2.tif source=Maxjet-BankofNY-tm3#page3.tif source=Maxjet-BankofNY-tm3#page4.tif source=Maxjet-BankofNY-tm3#page5.tif source=Maxjet-BankofNY-tm3#page6.tif	

NOTICE OF TRADEMARK COLLATERAL SECURITY INTEREST

THIS NOTICE OF TRADEMARK COLLATERAL SECURITY INTEREST (this “Notice”), is made by and between MAXjet Airways, Inc., a Delaware corporation (the “Trademark Owner”), and The Bank of New York, a New York banking corporation, as collateral agent for the Lenders referenced below (in such capacity, the “Agent”).

WHEREAS, Trademark Owner has adopted, used and is using, and is the sole owner of the trademarks set forth on Schedule 1 hereof (collectively, the “Trademarks”);

WHEREAS, Trademark Owner and the Agent for the benefit of the lenders thereunder (the “Lenders”) have entered into that certain Amended and Restated Credit Agreement, dated as of December 31, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement);

WHEREAS, the Trademark Owner and Agent have entered into that certain Security Agreement, dated as of January 12, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, to secure the due and prompt payment and performance of the Obligations (as defined in the Security Agreement), Trademark Owner pledged, assigned, hypothecated and transferred, and granted to the Agent, for itself and for the benefit of the Lenders, a continuing security interest in all of the Trademark Owner’s right, title and interest in certain collateral, including the Trademarks; and

WHEREAS, it is the purpose of this document to memorialize the aforementioned security interest in a form suitable for recordation in the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of the date of the Credit Agreement set forth above, to secure the due and prompt payment and performance of the Obligations, Trademark

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Owner hereby confirms its pledge, assignment and grant to the Agent, for itself and for the benefit of the Lenders, of a continuing security interest in and lien on and to the Trademarks and all registrations and applications for registrations of the Trademarks, including the registrations and applications identified on Schedule 1, together with the goodwill of the business symbolized by the Trademarks and together with all of Trademark Owner's right to sue and recover for infringement of the Trademarks, free and clear of all liens, claims, charges, security interests, and other interests or encumbrances.

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IN WITNESS WHEREOF, this Notice has been duly executed and delivered by an authorized officer of each of the undersigned.

TRADEMARK OWNER:

MAXJET AIRWAYS, INC.

By: 

Name: William D. Stockman
Title: Chief Executive Officer

AGENT:

THE BANK OF NEW YORK

By: _____

Name:
Title:

IN WITNESS WHEREOF, this Notice has been duly executed and delivered by an authorized officer of each of the undersigned.

TRADEMARK OWNER:

MAXJET AIRWAYS, INC.

By: _____
Name:
Title:

AGENT:

THE BANK OF NEW YORK

By:  _____
Name: ROBERT D HINGSTON
Title: VICE PRESIDENT

SIGNATURE PAGE TO MAXJET AIRWAYS NOTICE OF TRADEMARK SECURITY INTEREST

**SCHEDULE 1
TO
NOTICE OF TRADEMARK COLLATERAL SECURITY INTEREST**

Trademarks and Trademark Applications

Country	Mark	App./Reg. No.	Class	Status
E.U.	MAX	4290953	39	Opposition pending. Settlement has been reached.
E.U.	MAXAIR	4290946	35, 39 and 43	Registered on 2/3/2006; renewal due on 2/10/2015.
E.U.	MAXJET	4290921	35, 39 and 43	Registered on 2/2/2006; renewal due on 2/10/2015.
U.S.	IT'S JUST GOOD BUSINESS	78/720, 548	39	Published on 12/19/2006.
U.S.	MAXJET	3,143,283	39	Registered on 9/12/2006; renewal due on 9/12/2012.
U.S.	MAXJET (Stylized)	3,149,850	39	Registered on 9/26/2006; renewal due on 9/26/2012.

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