

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Collateral Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UAS Transervices, Inc.		04/10/2007	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	First Canadian Place		
Internal Address:	Corporate Finance, 11th Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5X 1A1		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1911823	AMERIFLIGHT	
Registration Number:	1948016	AMERIFLIGHT	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1655943		
DOMESTIC REPRESENTATIVE			

CH \$65.00 1911823

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Richard Kalwa

Signature:

/richard kalwa/

Date:

04/12/2007

Total Attachments: 6

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SECOND LIEN TRADEMARK COLLATERAL AGREEMENT

This 10th day of April, 2007, UAS TRANSERVICES, INC., a California corporation ("*Debtor*"), with its principal place of business and mailing address at 3280 E. Foothill Blvd., Pasadena, CA 91107, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BANK OF MONTREAL, a chartered bank of Canada ("*BMO*"), with its mailing address at Corporate Finance, 11th Floor, First Canadian Place, Toronto, Ontario, Canada M5X 1A1, acting as administrative agent for the Secured Creditors defined in that certain Second Lien Security Agreement hereinafter defined (BMO acting as such administrative agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors, a lien on and a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in that certain Second Lien Security Agreement dated as of April 5, 2007, among Debtor, the other debtors party thereto and Agent, as the same has been or may be amended, modified, supplemented or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Second Lien Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Second Lien Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent, for the ratable benefit of the Secured Creditors, on such Intent-

To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Agent pursuant to this Second Lien Trademark Collateral Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the Intercreditor Agreement dated as of April 5, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "*Intercreditor Agreement*"), between Bank of Montreal, as First Lien Agent and Bank of Montreal, as Second Lien Agent, and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Second Lien Trademark Collateral Agreement to be duly executed as of the date and year last above written.

UAS TRANSERVICES, INC.

By: _____
Name: _____
Its: _____

BANK OF MONTREAL, as Agent

By _____
Name: _____
Its: _____

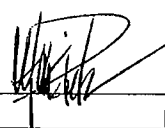
[Signature page to Second Lien Trademark Collateral Agreement]

IN WITNESS WHEREOF, Debtor has caused this Second Lien Trademark Collateral Agreement to be duly executed as of the date and year last above written.

UAS TRANSERVICES, INC.

By: _____
Name: _____
Its: _____

BANK OF MONTREAL, as Agent

By  _____
Name: **Mark W. Pickos**
Its: **Managing Director**

[Signature page to Second Lien Trademark Collateral Agreement]

TRADEMARK
REEL: 003520 FRAME: 0907

**SCHEDULE A-1
TO SECOND LIEN TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

TRADEMARK	APPLICATION NUMBER	REGISTRATION NUMBER
AMERIFLIGHT		1,911,823
AMERIFLIGHT and design (star)		1,948,016

PENDING FEDERAL TRADEMARK APPLICATIONS

None

**SCHEDULE A-2
TO SECOND LIEN TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

None