

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bank of New York		02/15/2008	COMPANY:

RECEIVING PARTY DATA

Name:	Eclipse Aviation Corporation
Street Address:	2503 Clark Carr Loop SE
City:	Albuquerque
State/Country:	NEW MEXICO
Postal Code:	87106
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	75899693	ECLIPSE
Serial Number:	76045566	ECLIPSE 500
Serial Number:	76045567	ECLIPSE 500 JET
Serial Number:	78669039	JETCOMPLETE
Serial Number:	78635580	PHOSTREX
Serial Number:	77017234	ECLIPSE
Serial Number:	77017249	ECLIPSE 500
Registration Number:	3169023	ECLIPSE AVIATION
Registration Number:	2992733	

CORRESPONDENCE DATA

Fax Number: (949)760-5200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (949)760-0991
 Email: byorks@irell.com
 Correspondent Name: Ben Yorks

CH \$240.00 75899693

Address Line 1: 840 Newport Center Dr., Ste. 400
Address Line 4: Newport Beach, CALIFORNIA 92660

ATTORNEY DOCKET NUMBER:	154494-0096(YORK)
NAME OF SUBMITTER:	Ben Yorks
Signature:	/ben yorks/
Date:	02/15/2008

Total Attachments: 3
source=Eclipse TM#page1.tif
source=Eclipse TM#page2.tif
source=Eclipse TM#page3.tif

**RELEASE AND REASSIGNMENT OF
SECURITY INTEREST IN UNITED STATES TRADEMARKS AND PATENTS**

This Release and Reassignment of Security Interest in United States Trademarks and Patents is made and effective as of February 15, 2008 by The Bank of New York, as Collateral Agent, a company formed under the laws of the State of New York, whose mailing address is 600 E. Las Colinas Blvd., Suite 1300, Irving, TX 75039, attention Director of Agent Services ("Grantee").

WHEREAS, Eclipse Aviation Corporation ("Grantor") and Grantee are parties to that certain Security Agreement made by Grantor and Eclipse IRB Sunport, LLC, a Delaware limited liability company, in favor of Grantee, dated as of December 28, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantor granted a security interest in certain Collateral (as defined below) to Grantee and which grant was recorded in the United States Patent and Trademark Office on December 28, 2007;

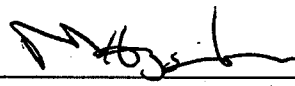
WHEREAS, all obligations of Eclipse under the Security Agreement were secured by (i) all of the Grantor's right, title and interest in and to the United States trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Grantor's right, title and interest in and to the United States patents and patent applications, including provisional patent applications, (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement) of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same (collectively, the "Collateral"); and

WHEREAS, pursuant to Section 9.1 of the Security Agreement, Grantee has agreed to release from its security interest and reassign to Eclipse, all of its rights, title and interest in and to the Collateral, in accordance with the Security Agreement.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Grantee hereby releases from its security interest and reassigns to Eclipse, without representation, warranty or recourse (except that Grantee, solely in its capacity as Collateral Agent for the Secured Parties (as such terms are defined in the Security Agreement) under the Security Agreement, and not in its individual capacity, represents and warrants that it has not conveyed or transferred the Secured Parties' interest in any of the Collateral to any third party) all of its rights, title and interest in and to the Collateral.

IN WITNESS WHEREOF, Grantee has duly executed this Release and Reassignment of Security Interest in United States Trademarks and Patents on the date set forth above.

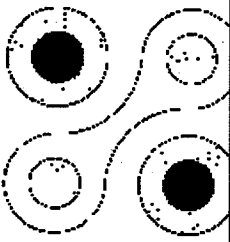
The Bank of New York, as Collateral Agent

By: 
Name: ROBERT D HINGSTON
Title: VICE PRESIDENT

SCHEDULE A

UNITED STATES TRADEMARK REGISTRATIONS

AND TRADEMARK APPLICATIONS

Trademark	Filed	Serial No.	Reg. Date	Registration No.
ECLIPSE	1/20/00	75/899,693		
ECLIPSE AVIATION	2/3/00	75/909,091	11/7/06	3,169,023
ECLIPSE 500	5/11/00	76/045,566		
ECLIPSE 500 JET	5/11/00	76/045,567		
JETCOMPLETE	7/12/05	78/669,039		
Design Only (Airplane Design) 	8/15/00	76/109,711	9/6/05	2,992,733
PHOSTREX	5/23/05	78/635,580		
ECLIPSE	10/9/06	77/017,234		
ECLIPSE 500	10/9/06	77/017,249		

1821266