

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	2nd Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Landmark FBO, LLC		02/29/2008	Delaware Corporation:
Corporate Jets, Inc.		02/29/2008	Pennsylvania Corporation:
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC		
Street Address:	200 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10166		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1830595	CORPORATE JETS	
Registration Number:	3113120	LANDMARK AVIATION	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	8002210770		
Email:	kai.goodwin@contractor.thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1133 Avenue of the Americas		
Address Line 2:	Suite 3100		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	474953		
NAME OF SUBMITTER:	Matthew Mayer		

CH \$65.00 1830595

Signature:

/Matthew Mayer/

Date:

04/18/2008

Total Attachments: 6

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**Second Lien Patent and Trademark
Security Agreement**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, LANDMARK FBO, LLC, a Delaware limited liability company, having its chief executive office at 2930 West Sam Houston Parkway, North Suite 200, Houston, Texas 77043, CORPORATE JETS, INC., a Pennsylvania corporation, having its chief executive office at 1524 West 14th Street, Suite 110, Tempe, Arizona 85281 and BURKE LAKEFRONT SERVICES CO., an Ohio Corporation, having its chief executive office at 1601 North Marginal Road, Burke Lakefront Airport, Cleveland, Ohio 44114 (each a "Grantor", collectively, the "Grantors") hereby grant to BARCLAYS BANK PLC, as Second Lien Collateral Agent (the "Grantee"), with offices at 200 Park Avenue, New York, New York, 10166, a security interest in all of the Grantors' right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired which, includes the Grantor's rights to:

- (i) each United States patent and patent application, including each U.S. patent and patent application referred to on Schedule A hereto;
- (ii) each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each U.S. trademark, trademark registration and trademark application referred to in Schedule B hereto and as further specified in the Security Agreement (as defined below); and
- (iii) all products and proceeds of the foregoing, including any claim by the Grantors against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark, including any Patent or Trademark listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark.

THIS GRANT is granted in conjunction with the security interests granted to the Grantee pursuant to the Second Lien Security Agreement among the Grantors, the Grantee and certain other parties dated as of February 29, 2008, as amended, restated, supplemented or otherwise modified from time to time (the "Security Agreement"). The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Second Lien Patent and Trademark Security Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Collateral Agent pursuant to this Second Lien Patent and Trademark Security Agreement and the exercise of any right or remedy by the Second Lien Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this

Second Lien Patent and Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.


This Second Lien Patent and Trademark Security Agreement may be authenticated by the parties hereto in any number of counterparts, each of which shall collectively and separately constitute one agreement.

THE GRANTORS authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Second Lien Patent and Trademark Security Agreement.

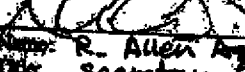
IN WITNESS WHEREOF, each Grantor has caused this Second Lien Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,


LANDMARK EPO, LLC, as a Grantor

By: 
Name: R. Allen Ashcraft
Title: Secretary

CORPORATE JETS, INC., as a Grantor

By: 
Name: R. Allen Ashcraft
Title: Secretary

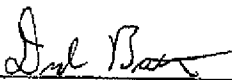
BURKE LAKEFRONT SERVICES CO., as a Grantor

By: 
Name: R. Allen Ashcraft
Title: Secretary

[Second Lien Patent and Trademark Security Agreement]

Agreed and Accepted:

BARCLAYS BANK PLC,
as Second Lien Collateral Agent,
as Grantee

By: 
Name: David E. Barton
Title: Associate Director

[Second Lien Patent and Trademark Security Agreement]

TRADEMARK
REEL: 003762 FRAME: 0787

**Schedule A to the Second Lien Patent and
Trademark Security Agreement**

PATENTS AND PATENT APPLICATIONS

<u>Serial No. or Patent No.</u>	<u>Date</u>	<u>Issue Title</u>	<u>Inventor</u>	<u>Country</u>	<u>Patent Holder</u>
11/219,271	9/02/05	Aircraft Monitoring System		United States	Burke Lakefront Services Co.

**Schedule B to Second Lien Patent and
Trademark Security Agreement**

TRADEMARKS

<u>Registration No.</u>	<u>Country</u>	<u>Registration Date</u>	<u>Mark</u>	<u>Holder</u>
1,830,595	United States	04/12/1994	Corporate Jets	Corporate Jets, Inc.
3,113,120	United States	07/04/2006	Landmark Aviation	Landmark FBO, LLC