

TO: CORPORATION SERVICE COMPANY COMPANY:1133 AVENUE OF THE AMERICAS

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

**04/18/2008
 900104483**

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the The nature of conveyance was mis-keyed. The nature of conveyance should be 1st Lien Trademark Security Agreement previously recorded on Reel 003762 Frame 0313. Assignor(s) hereby confirms the 1st 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		


CH \$65.00 1830595

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TO: CORPORATION SERVICE COMPANY COMPANY: 1133 AVENUE OF THE AMERICAS

NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	04/18/2008
Total Attachments: 6 source=landmark_barclaysbank_firstlien_TM2#page3.tif source=landmark_barclaysbank_firstlien_TM2#page4.tif source=landmark_barclaysbank_firstlien_TM2#page5.tif source=landmark_barclaysbank_firstlien_TM2#page6.tif source=landmark_barclaysbank_firstlien_TM2#page7.tif source=landmark_barclaysbank_firstlien_TM2#page8.tif	

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): Landmark FBO, LLC <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other a Delaware Corporation Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Barclays Bank PLC, as Collateral</u> Internal Address: <u>Agent</u> Street Address: <u>200 Park Avenue</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10166</u> <input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input type="checkbox"/> Other <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</small> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>1st Lien Trademark Security Agmt</u> Execution Date: <u>02/29/2008</u>	4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>None</u> B. Trademark Registration No.(s) <u>1,830,595 & 3,113,120</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>Sakina Karkat</u> Internal Address: <u>Cahill Gordon & Reindel LLP</u> Street Address: <u>80 Pine Street</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10005</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 type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____	
DO NOT USE THIS SPACE		
9. Signature. <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> <u>Sakina Karkat</u> Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: right;"> <u>March 3, 2008</u> Date </div> </div> <div style="text-align: right; margin-top: 5px;"> 8 </div>		

Total number of pages including cover sheet, attachments, and document: 8

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

Addendum to Cover Page of First Lien Patent and Trademark Security Agreement Cover Page

1. Name of conveying party(ies)

Corporate Jets, Inc., a Pennsylvania Corporation

EXECUTION VERSION**First 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 First 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 U.S. First 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 Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.


This First 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 First Lien Patent and Trademark Security Agreement.

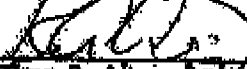
IN WITNESS WHEREOF, each Company has caused this First-Line Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,


LANE BROS. INC., LLC, a Company

By: 
Name: R. Allen Adkins
Title: Secretary

GENCORP. INTL. INC., a Company

By: 
Name: R. Allen Adkins
Title: Secretary


THE LAKELAND SERVICES CO., a Company

By: 
Name: R. Allen Adkins
Title: Secretary

First-Line Patent and Trademark Security Agreement

Agreed and Accepted:

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

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

[First Lien Patent and Trademark Security Agreement]

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

TRADEMARKS

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

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TO: CORPORATION SERVICE COMPANY COMPANY:1133 AVENUE OF THE AMERICAS

EXECUTION VERSION**First 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 First 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 U.S. First 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 Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This First 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.

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TO: CORPORATION SERVICE COMPANY COMPANY: 1133 AVENUE OF THE AMERICAS

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

USPTO

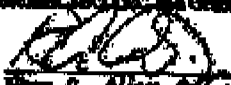
4/22/2008 8:13:50 AM PAGE 7/010 Fax Server

TO: CORPORATION SERVICE COMPANY COMPANY:1133 AVENUE OF THE AMERICAS


IN WITNESS WHEREOF, said Office has caused this First-class Registered Trademark Security Agreement to be signed and delivered by its duly authorized officers of the date first set forth above.

Very truly yours,

BARBARA W. BOYD, Esq. Clerk

By: 
R. Allen Finkbeiner
The Secretary

SCOTT W. BOYD, Esq. Clerk

By: 
R. Allen Finkbeiner
The Secretary

WILLIAM L. BOYD, Esq. Clerk

By: 
R. Allen Finkbeiner
The Secretary

First-class Registered Trademark Security Agreement

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TO: CORPORATION SERVICE COMPANY COMPANY: 1133 AVENUE OF THE AMERICAS

Agreed and Accepted:

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

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

[First Lien Patent and Trademark Security Agreement]

TRADEMARK
REEL: 003769 FRAME: 0497

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TO: CORPORATION SERVICE COMPANY COMPANY: 1133 AVENUE OF THE AMERICAS

**Schedule A to the First Lien Patent and
Trademark Security Agreement****PATENTS AND PATENT APPLICATIONS**

Serial No. or Patent No.	Date	Inventor	Inventor	Country	Patent Holder
11219271	9/22/05	Aircraft Manufacturing System		United States	Boeing Aircraft Services Co.

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TO: CORPORATION SERVICE COMPANY COMPANY: 1133 AVENUE OF THE AMERICAS

**Schedule B to the First Lien Patent and
Trademark Security Agreement****TRADEMARKS**

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

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TO: CORPORATION SERVICE COMPANY COMPANY: 1133 AVENUE OF THE AMERICAS

**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

APRIL 22, 2008

900104483

PTAS

CORPORATION SERVICE COMPANY
1133 AVENUE OF THE AMERICAS
SUITE 3100
NEW YORK, NY 10036UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 900104483

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE,
MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.
IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE,
YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT
571-272-3350.

1. THE DOCUMENT SUBMITTED TO CORRECT ERRORS IN THE PREVIOUSLY RECORDED DOCUMENT IS NOT ACCEPTABLE. TO CORRECT AN ERROR IN THE RECORDED DOCUMENT, A CORRECTIVE COVER SHEET ALONG WITH THE ORIGINAL COVER SHEET, MUST BE ACCOMPANIED BY THE CORRECT ASSIGNMENT DOCUMENT OR A COPY OF THE CORRECT ASSIGNMENT DOCUMENT. THE RECORDING FEE FOR THE CORRECTIONS AS SET FORTH IN 37 CFR 3.34.

TONYA LEE, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

Thomson CompuMark
1100 13th Street NW
Suite 300
Washington, DC 20005
Tel (800) 356-8630
Fax (202) 756-9299
<http://compumark.thomson.com>



Fax Cover Sheet

202 756-9263

From KAI GOODWIN

To ASSIGNMENT SERVICES

Date 4/29/08

Fax 571-273-0140

Subject COLLEAGUE ASSIGNMENT

Tel 571-272-3350

Pages 17

Copies

Document ID No. 900104483

Dear Assignment Branch,

The Nature of Conveyance should be
1st Lien TRADEMARK SECURITY AGREEMENT.

THANKS,

KAI Goodwin

IMPORTANT/CONFIDENTIAL: This message is intended only for the use of the individual or entity to which it is addressed. This message contains information that may be privileged, confidential or exempt from disclosure under applicable law. If you are not the intended recipient or their delivery agent, please do not disseminate, copy, or use of this communication is strictly prohibited. If you have received this communication in error, please advise the sender immediately at the telephone number set forth above and destroy the original and any copies. Thank you.