

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest in Trademark Rights		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
World Airways, Inc.		08/13/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	7000 Central Parkway		
<b>Internal Address:</b>	Suite 550		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30328		
<b>Entity Type:</b>	National Association, as Collateral Agent (First Lien): UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3394295		
<b>Registration Number:</b>	2228546	WORLD AIRWAYS	
<b>Registration Number:</b>	1321286	WORLD AIRWAYS	
<b>Registration Number:</b>	1321285	WORLD AIRWAYS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2128198200		
<b>Email:</b>	fcutajar@whitecase.com		
<b>Correspondent Name:</b>	White & Case LLP		
<b>Address Line 1:</b>	1155 Avenue of the Americas		
<b>Address Line 2:</b>	Patents & Trademarks		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	1155732-0124		

OP \$115.00 3394295

NAME OF SUBMITTER:	Frances B. Cutajar
Signature:	/Frances B. Cutajar/
Date:	08/14/2009
<b>Total Attachments: 7</b> source=WorldAirwaysWellsFargo1stLienTMSecurityAgmt13Aug09#page1.tif source=WorldAirwaysWellsFargo1stLienTMSecurityAgmt13Aug09#page2.tif source=WorldAirwaysWellsFargo1stLienTMSecurityAgmt13Aug09#page3.tif source=WorldAirwaysWellsFargo1stLienTMSecurityAgmt13Aug09#page4.tif source=WorldAirwaysWellsFargo1stLienTMSecurityAgmt13Aug09#page5.tif source=WorldAirwaysWellsFargo1stLienTMSecurityAgmt13Aug09#page6.tif source=WorldAirwaysWellsFargo1stLienTMSecurityAgmt13Aug09#page7.tif	

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of August 13, 2009 is made by WORLD AIRWAYS, INC., a Delaware corporation, located at HLH Building 101 World Drive, Peachtree City, Georgia 30269 (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent (the "Agent") for the benefit of the Secured Parties (as such term is defined in the Security Agreement (referred to below)).

WITNESSETH:

WHEREAS, Global Aviation Holdings Inc., a Delaware corporation ("Parent"), the Grantor, North American Airlines, Inc., a Delaware corporation ("NAA" and, together with Parent and the Grantor, each an "Issuer" and, collectively, the "Issuers"), the guarantors party thereto (the "Guarantors"), Wells Fargo Bank, National Association, as trustee (in such capacity and together with its successors and assigns in such capacity, the "Trustee") and the Agent, have entered into an Indenture, dated as of August 13, 2009 (as amended, supplemented or otherwise modified from time to time, the "Indenture"), and in connection therewith, the Issuers are issuing and the Guarantors are guaranteeing \$175,000,000 aggregate principal amount of 14% Senior Secured First Lien Notes due 2013 (together with all notes issued in exchange or replacement therefor as provided in the Indenture, the "Notes"); and

WHEREAS, in connection with the Indenture, the Grantor and certain other parties have executed and delivered a First-Lien Security Agreement, dated as of August 13, 2009, in favor of the Agent for the benefit of the Secured Parties (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "First-Lien Security Agreement");

WHEREAS, pursuant to the First-Lien Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the other Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks and Trademark Licenses thereof (other than Excluded Property); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Agent and the other Secured Parties, as follows:

**SECTION 1 Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Indenture or the First-Lien Security Agreement, as applicable.

**SECTION 2 Grant of Security Interest.** The Grantor hereby pledges and grants a continuing security interest in, and agrees to assign and transfer, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks and Trademark Licenses thereof (including, without limitation, those items listed on Schedule A hereto but excluding Excluded Property) (collectively, the "Collateral"), to the Agent for the ratable benefit of the Secured Parties to secure payment and performance of the Obligations.

**SECTION 3 Purpose.** This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent for the ratable

benefit of the Secured Parties in connection with the First-Lien Security Agreement and is expressly subject to the terms and conditions thereof. The First-Lien Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

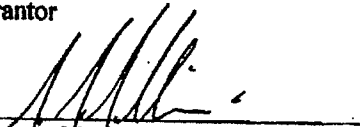
SECTION 4 Acknowledgment. The Grantor and the Agent hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Indenture and the First-Lien Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the First-Lien Security Agreement, the terms of the First-Lien Security Agreement shall govern.

SECTION 5 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

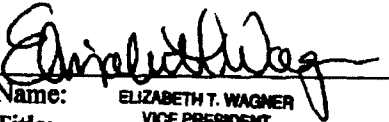
*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 13th day of August, 2009.

WORLD AIRWAYS, INC.  
as Grantor

By:   
Name: Mark M. McMillin  
Title: Sr. V.P., General Counsel

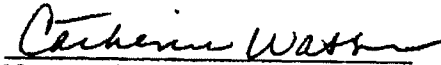
WELLS FARGO BANK, NATIONAL  
ASSOCIATION,  
as Collateral Agent

By:   
Name: ELIZABETH T. WAGNER  
Title: VICE PRESIDENT

ACKNOWLEDGMENT OF GRANTOR

STATE OF GEORGIA            )  
  ) ss  
COUNTY OF FAYETTE        )

On the 13th day of August, 2009, before me personally came Mark M. McMillin, who is personally known to me to be the Sr. Vice President and General Counsel of WORLD AIRWAYS, INC., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Sr. Vice President and General Counsel in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public  
My commission expires June 5, 2012

(PLACE STAMP AND SEAL ABOVE)



ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF GEORGIA        )  
                                  ) ss  
COUNTY OF DEKALB     )

On the 12<sup>th</sup> day of August, 2009, before me personally came Elizabeth T. Wagner, who is personally known to me to be the Vice President of WELLS FARGO BANK, NATIONAL ASSOCIATION; who, being duly sworn, did depose and say that she/he is the Collateral Agent in such national banking association, the national banking association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such national banking association; and that she/he acknowledged said instrument to be the free act and deed of said national banking association.

  
Notary Public

Lee Weissman  
DeKalb County, Georgia  
My commission expires: 7/27/2018

(PLACE STAMP AND SEAL ABOVE)



**SCHEDULE A**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

	<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>
1.	World Airways, Inc.	Design Only	3,394,295
2.	World Airways, Inc.	WORLD AIRWAYS & Design	2,228,546
3.	World Airways, Inc.	WORLD AIRWAYS & Design	1,321,286
4.	World Airways, Inc.	WORLD AIRWAYS*	1,321,285