

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Release of Security Interest recorded at Reel/Frame 4482/0829	
CONVEYING PARTY DATA			
Name		Formerly	Execution Date
Barclays Bank PLC			10/25/2012
			Public Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:		Landmark Aviation Waukegan, LLC	
Street Address:		1500 Citywest Blvd, Suite 600	
City:		Houston	
State/Country:		TEXAS	
Postal Code:		77042	
Entity Type:		LIMITED LIABILITY COMPANY: DELAWARE	
PROPERTY NUMBERS Total: 1			
Property Type		Number	Word Mark
Registration Number:		3679394	LUXURY IN MOTION
CORRESPONDENCE DATA			
Fax Number:		3128622200	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:		312-862-6371	
Email:		renee.prescan@kirkland.com	
Correspondent Name:		Renee Prescan	
Address Line 1:		300 North LaSalle Street	
Address Line 2:		Kirkland & Ellis LLP	
Address Line 4:		Chicago, ILLINOIS 60654	
ATTORNEY DOCKET NUMBER:		22890-13 RMP	
NAME OF SUBMITTER:		Renee M. Prescan	
Signature:		/Renee M. Prescan/	

CH \$40.00 3679394

Date:

10/25/2012

Total Attachments: 5

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**NOTICE OF RELEASE OF
SECURITY INTEREST IN INTELLECTUAL PROPERTY**

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the “Release”) is dated as of October 25, 2012 and is made by Barclays Bank PLC, as Collateral Agent for certain secured parties (the “Agent”), in favor of Landmark Aviation FBO Holdings LLC, a Delaware limited liability company (“Holdings”), Landmark FBO, LLC, a Delaware limited liability company (the “Borrower”) and certain other affiliates of the Borrower (collectively, the “Grantors,” each of which shall be deemed a Grantor, as defined herein). Reference is made to (i) that certain Third Amended and Restated Security Agreement, dated as of December 20, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and between Holdings, the Borrower and the other Grantors from time to time party thereto and in favor of the Agent, for the benefit of the Finance Parties, and (ii) that certain Grant of Security Interest in United States Patents and Trademarks, dated as of February 18, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”) by Landmark Aviation Waukegan, LLC, in favor of the Agent, for the benefit of the Finance Parties. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Security Agreement.

Pursuant to the Security Agreement and the Intellectual Property Security Agreement, the Grantors granted to the Agent, for the benefit of the Finance Parties, a First Lien upon, and Security Interest in, and a Second Lien upon and Security Interest in, the Grantors’ right, title and interest in, and to, certain Collateral, including the Patent and Trademark Collateral (as defined in the Intellectual Property Security Agreement), and the registered trademarks and trademark applications listed on Schedule I hereto (the “Intellectual Property”).

WHEREAS, the Agent now desires to terminate and release all Liens and the entirety of its Security Interests in the Intellectual Property and to restore all right, title and interest in and to the Intellectual Property to the Grantors and to dissolve any and all liens and encumbrances respecting the Intellectual Property;

WHEREAS, all of the underlying obligations secured by the Agent's security interest in and lien upon the Intellectual Property were fulfilled on or before the date hereof;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all Finance Obligations secured by the Intellectual Property pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this release, the Agent hereby states as follows:

The Agent hereby terminates, releases, discharges, quit claims and relinquishes unto the Grantors its First Lien and Second Lien upon, and the entirety of its Security Interests in and to, the Intellectual Property, and re-assigns and releases to the Grantors all right, title and interest that the Agent has in, and to, the Intellectual Property and all proceeds of the foregoing; and all general intangibles associated with the foregoing, including, without limitation, all goodwill associated in any way with such Intellectual Property; and all rights corresponding thereto associated with such Intellectual Property, which security interests, for convenience of reference only, and without limiting the scope of the release contemplated hereby, were duly recorded in the United States Patent and Trademark Office on April 17, 2008 at Reel 003762, Frames 0313-0321; on April 18, 2008 at Reel 003762, Frames 0782-0789; on April 29, 2008 at Reel 003769, Frames 0484-0501; and on February 18, 2011 at Reel 4482, Frame 0829-0835. Any right, title and interest of the Agent in or to the Intellectual Property granted by the Security Agreement shall hereby cease and become void.

The Agent hereby authorizes the Grantors or the Grantors' authorized representative to record this Release with the United States Patent and Trademark Office and agrees to take all reasonable additional steps requested by the Grantors, including the execution of all agreements and/or documents as may be necessary or convenient to carry out this Release and to release its security interests in the Intellectual Property.

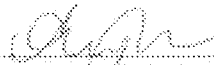
This Release shall be binding upon and inure to the benefit of all the Parties hereto and their respective legal representatives, successors and assigns.

This Release shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of law principles.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this release by its duly authorized officer named below, and as of the date first written above.

BARCLAYS BANK PLC, as Agent

By: 
Name: *Amaldeep Singh*
Title: *Director*

{SIGNATURE PAGE TO LANDMARK IP RELEASE}

TRADEMARK
REEL: 004888 FRAME: 0537

SCHEDULE I

Intellectual Property

1. PATENT APPLICATIONS:

Description	Patent Application No.	Date Applied
Aircraft Remote Monitoring System	11/219,271	9/02/05*

* This application incorporates in its entirety prior application number 60/607,165 filed on September 3, 2004.

2. REGISTERED TRADEMARKS

Owner	Mark	Jurisdiction	Registration Number	Registration Date
Landmark FBO, LLC	LANDMARK AVIATION	US	3,113,120	07/04/2006
Landmark Aviation Waukegan, LLC	LUXURY IN MOTION	US	3,679,394	09/08/2009