

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Global Aviation Holdings Inc.		02/13/2013	CORPORATION: DELAWARE
North American Airlines, Inc.		02/13/2013	CORPORATION: DELAWARE
World Airways, Inc.		02/13/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Cerberus Business Finance, LLC, as Collateral Agent
Street Address:	875 Third Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3797764	GLOBAL AVIATION HOLDINGS
Registration Number:	3830113	GLOBAL AVIATION HOLDINGS
Registration Number:	3075101	NORTH AMERICAN AIRLINES
Registration Number:	3031047	NORTH AMERICAN AIRLINES
Registration Number:	3394295	
Registration Number:	1321285	WORLD AIRWAYS
Registration Number:	2228546	WORLD AIRWAYS
Registration Number:	1321286	WORLD AIRWAYS

CORRESPONDENCE DATA

Fax Number: 3128637865
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 312-201-3865

OP \$215.00 3797764

Email: sharon.patterson@goldbergkohn.com
Correspondent Name: Sharon Patterson, Paralegal
Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.
Address Line 2: Ste. 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7124.001
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	02/13/2013
Total Attachments: 4 source=GLAH - Trademark Security Agreement#page1.tif source=GLAH - Trademark Security Agreement#page2.tif source=GLAH - Trademark Security Agreement#page3.tif source=GLAH - Trademark Security Agreement#page4.tif	

ASSIGNMENT FOR SECURITY - - TRADEMARKS

WHEREAS, Global Aviation Holdings Inc., a Delaware corporation, North American Airlines, Inc., a Delaware corporation, and World Airways, Inc., a Delaware corporation (each an "Assignor") have adopted, used and are using, and hold all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks"); provided, that, notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent-to-use" Trademark application;

WHEREAS, each Assignor has entered into a Pledge and Security Agreement, dated February 13, 2013 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Cerberus Business Finance, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, each Assignor has granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of such Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

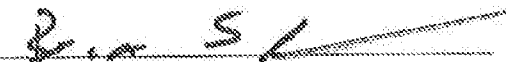
Each Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of a conflict between this Assignment for Security and the Security Agreement, the terms of the Security Agreement shall govern.

This Assignment for Security – Trademarks and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


[signature pages follow]

IN WITNESS WHEREOF, each Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of February 13, 2013.


GLOBAL AVIATION HOLDINGS INC.

By: 
Name: Brian S. Gillman
Title: Senior Vice President, General Counsel & Corporate Secretary

NORTH AMERICAN AIRLINES, INC.

By: 
Name: Brian S. Gillman
Title: Senior Vice President, General Counsel & Corporate Secretary

WORLD AIRWAYS, INC.

By: 
Name: Brian S. Gillman
Title: Senior Vice President, General Counsel & Corporate Secretary

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications

1. Registered Trademarks

Owner	Trademark Name	Application Date	Application Number	Registration Date	Registration Number	Status
Global Aviation Holdings Inc.	GLOBAL AVIATION HOLDINGS	1/16/2009	77/651,450	8/10/2010	3,797,764	Issued / Registered
Global Aviation Holdings Inc.	GLOBAL AVIATION HOLDINGS & Design	1/16/2009	76/651,469	8/10/2010	3,830,113	Issued / Registered
North American Airlines, Inc.	North American Airlines	10/3/2003	76/549,665	4/4/2006	3,075,101	Issued / Registered
North American Airlines, Inc.	North American Airlines & Design	10/3/2003	76/549,667	12/20/2005	3,031,047	Issued / Registered
World Airways, Inc.	Design Only	4/16/2007	77/157,718	3/11/2008	3,394,295	Issued / Registered
World Airways, Inc.	WORLD AIRWAYS	3/8/1984	73/469,234	2/19/1985	1,321,285	Issued / Registered
World Airways, Inc.	WORLD AIRWAYS & Design	2/20/1998	75/437,558	3/2/1999	2,228,546	Issued / Registered
World Airways, Inc.	WORLD AIRWAYS & Design	3/8/1984	73/469,236	2/19/1985	1,321,286	Issued / Registered

2. Registered Trademark Applications

None.