

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 |
| Sabreliner Corporation | | 04/29/2013 | CORPORATION: DELAWARE |

| | |
|-----------------------------|---|
| RECEIVING PARTY DATA | |
| Name: | BMO Harris Bank N.A. |
| Street Address: | 115 S. LaSalle Street |
| Internal Address: | 12th Floor West |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60603 |
| Entity Type: | National Banking Association: UNITED STATES |

| | | |
|----------------------------------|----------|---------------------------|
| PROPERTY NUMBERS Total: 3 | | |
| Property Type | Number | Word Mark |
| Registration Number: | 2495287 | SABRELINER |
| Registration Number: | 0733000 | SABRELINER |
| Serial Number: | 85710413 | SC SABRELINER CORPORATION |

| | |
|---|---------------------------------|
| CORRESPONDENCE DATA | |
| Fax Number: | 3146127874 |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | |
| Phone: | 314-444-7600 |
| Email: | tbranson@lewisrice.com |
| Correspondent Name: | Terri Branson |
| Address Line 1: | 600 Washington Ave., Suite 2500 |
| Address Line 2: | Lewis, Rice & Fingersh, L.C. |
| Address Line 4: | St. Louis, MISSOURI 63101 |

| | |
|-------------------------|--------------|
| ATTORNEY DOCKET NUMBER: | 107218.54627 |
|-------------------------|--------------|

OP \$90.00 2495287

| | |
|---|-----------------|
| NAME OF SUBMITTER: | Terri Branson |
| Signature: | /Terri Branson/ |
| Date: | 05/08/2013 |
| <p>Total Attachments: 15 source=SabrelinerIPSA#page1.tif source=SabrelinerIPSA#page2.tif source=SabrelinerIPSA#page3.tif source=SabrelinerIPSA#page4.tif source=SabrelinerIPSA#page5.tif source=SabrelinerIPSA#page6.tif source=SabrelinerIPSA#page7.tif source=SabrelinerIPSA#page8.tif source=SabrelinerIPSA#page9.tif source=SabrelinerIPSA#page10.tif source=SabrelinerIPSA#page11.tif source=SabrelinerIPSA#page12.tif source=SabrelinerIPSA#page13.tif source=SabrelinerIPSA#page14.tif source=SabrelinerIPSA#page15.tif</p> | |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, as it may be amended, restated or otherwise modified from time to time (this "Agreement"), is executed and delivered as of this 29th day of April, 2013, by Sabreliner Corporation, a Delaware corporation ("Borrower"), to BMO Harris Bank N.A., a national banking association ("Lender").

RECITALS:

Lender and Borrower are parties to that certain Amended and Restated Loan Agreement dated as of April 2, 2012, as amended by that certain First Amendment to Amended and Restated Loan Agreement dated as of December 17, 2012 (as the same may have been further amended, restated, extended, renewed, replaced, or otherwise modified from time to time, the "Loan Agreement"). All capitalized terms used but not otherwise defined herein shall have the meaning given them in the Loan Agreement.

Borrower and Lender are entering into that certain Forbearance Agreement dated contemporaneously herewith.

As consideration for Lender entering into the Forbearance Agreement, Borrower agrees to grant Lender a security interest in the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of each financial accommodation, if any, granted to Borrower by Lender under the Loan Agreement, and for other good and valuable consideration.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:

"Assignment" shall mean an Assignment in the form of Exhibit A hereto.

"Collateral" shall mean, collectively, all of Borrower's currently existing, pending applications for, and future intellectual property, including (a) Patents; (b) Trademarks; (c) Copyrights; (d) all of the goodwill of Borrower's business, including, but not limited to, all goodwill connected with and symbolized by the foregoing; and (e) proceeds of any of the foregoing.

"Copyrights" shall mean all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed on Schedule A hereto), all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the U.S. Copyright Office, and the right to obtain all renewals thereof.

“Debt” shall mean the Loan Obligations as defined in the Loan Agreement.

“Patents” shall mean any patent and pending patent application, including, without limitation, the inventions and improvements described and claimed therein, if any, and those patents listed on Schedule B attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; (c) the right to sue for past, present and future infringements thereof; and (d) all rights corresponding thereto throughout the world.

“PTO” shall mean the United States Patent and Trademark Office.

“Schedules” shall mean Schedule A, Schedule B, and Schedule C attached hereto and incorporated herein by this reference and any amendments or modifications thereto.

“Trademarks” shall mean any registered trademark, trademark registration, trade name and trademark application, registered service mark, service mark registration, service name and service mark application, if any, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule C attached hereto and made a part hereof, and (a) renewals thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payment for past or future infringements thereof; (c) the right to sue for past, present and future infringements thereof; and (d) all rights corresponding thereto throughout the world.

2. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Debt, Borrower hereby collaterally assigns, and hereby grants to Lender a security interest in, all of the Collateral, including (without limitation) all of Borrower’s future Collateral, irrespective of any lack of knowledge by Lender of the creation or acquisition thereof. The purpose of this Agreement is to grant Lender a security interest in the Collateral.

3. Warranties and Representations. Borrower represents and warrants to Lender that as of the date hereof:

(a) Borrower owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable;

(b) Borrower has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any Person;

(c) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens (except those in favor of Lender), charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Borrower not to sue third Persons;

(d) Borrower has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms;

(e) Borrower has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral;

(f) Borrower is the true and lawful owner of the Copyrights listed on Schedule A attached hereto and made a part hereof, and that said listed Copyrights constitute all the copyrights registered in the U.S. Copyright Office that Borrower now owns. Borrower represents and warrants that it owns or is licensed to use all Copyrights that it uses. Borrower further warrants that it is not aware of any third party claim that any aspect of Borrower's present or contemplated business operations infringes or will infringe on any copyright;

(g) Borrower is the true and lawful owner of all rights in the Patents listed on Schedule B, attached hereto and made a part hereof, that said Patents constitute all the United States patents and applications for United States patents that Borrower now owns. Borrower represents and warrants that it owns or is licensed to practice under all Patent registrations that it owns, uses or practices under. Borrower further warrants that it is not aware of any third party claim that any aspect of Borrower's present or contemplated business operations infringes or will infringe on any patent; and

(h) Borrower is the true and lawful owner of the Trademarks listed on Schedule C attached hereto and made a part hereof, and that said listed Trademarks constitute all the marks registered in the PTO that Borrower now owns or uses in connection with its business. Borrower represents and warrants that it owns or is licensed to use all Trademarks that it uses. Borrower further warrants that it is not aware of any third party claim that any aspect of Borrower's present or contemplated business operations infringes or will infringe on any registered trademark or registered service mark.

4. Further Assignment Prohibited. Borrower shall not enter into any agreement that is inconsistent with Borrower's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license, sublicense, or security interest in or with respect to, any of the Collateral without Lender's prior written consent. Absent such prior written consent, any such attempted sale, grant, or license is null and void.

5. Right to Inspect. Borrower hereby grants to Lender and its respective employees and agents the right to visit any location of Borrower and to inspect Borrower's books and records and to make excerpts therefrom and transcripts thereof at such times and upon such notice as is set forth in the Loan Agreement.

6. Standard Intellectual Property Use. Borrower shall not knowingly use the Collateral in any manner that would jeopardize the validity or legal status thereof. Borrower shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Borrower shall further conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and SM where appropriate. With respect to any Collateral necessary to the conduct of Borrower's business, Borrower agrees to take all necessary and commercially reasonable steps in any proceeding before the U.S. Copyright Office or the

1902764.1

PTO or any similar office or agency in any other country or any political subdivision thereof, or in any court, to maintain each registered copyright, patent, trademark, or application therefor, and to pursue each application for registration now or hereafter included in the Collateral, including the filing of applications for renewal, and participation in infringement proceedings. To the extent necessary or desirable to the conduct of its business, Borrower agrees to take corresponding steps with respect to each new or other registered copyright, patent, trademark, or application therefor to which Borrower is now or later becomes entitled. Borrower will be relieved of the obligations of this Section upon the prior written consent of Lender.

7. Event of Default.

(a) Borrower expressly acknowledges that Lender may record this Agreement with the PTO or U.S. Copyright Office as necessary. Contemporaneously herewith, Borrower shall also execute and deliver to Lender the Assignment, which Assignment shall have no force and effect and shall be held by Lender, in escrow, until the occurrence of an Event of Default; provided that, anything herein to the contrary notwithstanding, the security interest granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default, the Assignment shall take effect immediately upon certification of such fact by an authorized officer of Lender in the form attached as Exhibit A and upon written notice to Borrower and thereafter Lender may, in its sole discretion, record the Assignment with the PTO and/or U.S. Copyright Office.

(b) If an Event of Default shall occur, Borrower irrevocably authorizes and empowers Lender to terminate Borrower's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, Lender may immediately sell at public or private sale, in a commercially reasonable manner, or otherwise realize upon all or, from time to time, any of the Collateral, together with the associated goodwill, or any interest that Borrower may have therein, and, after deducting from the proceeds of sale or other disposition of the Collateral all reasonable expenses (including all expenses for attorneys' and brokers' fees and other legal services), Lender shall apply such proceeds against payment of the Debt in accordance with the terms of the Loan Agreement. Notice of any sale or other disposition of the Collateral shall be given to Borrower at least ten (10) Business Days before the time of any intended public or private sale or other disposition of the Collateral is to be made, which Borrower hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Borrower, which right is hereby waived and released.

8. Termination. At such time as the Debt has been irrevocably paid in full, the commitments of Lender under the Loan Agreement terminated, and the Loan Agreement terminated and not replaced by any other credit facility with Lender, this Agreement shall terminate and Lender shall, upon Borrower's request, execute and deliver to Borrower, at Borrower's expense, all releases, assignments, and other instruments as Borrower shall reasonably request to evidence the release of Lender's security interest in the Collateral in connection with such termination, subject to any disposition thereof that may have been made by

Lender pursuant hereto; provided, however that the provisions of Sections 9, 11, 22, 23, 24, 25 and 26 shall survive any termination of this Agreement.

9. Maintaining Collateral, Attorneys' Fees, Costs and Expenses. Borrower shall have the obligation and duty to perform all acts reasonably necessary to maintain or preserve the Collateral. Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by Lender in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Borrower, within ten (10) days of demand by Lender, and, until so paid after demand, shall be added to the principal amount of the Debt.

10. Borrower's Obligations to Prosecute. Except as otherwise agreed to by Lender in writing, Borrower shall have the duty to prosecute diligently any copyright application, patent application or trademark application pending as of the date of this Agreement or thereafter until the Debt shall have been paid in full, and to do any and all acts that are reasonably necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred by Lender in connection with the Collateral shall be borne by Borrower. Borrower shall not abandon any Collateral without the prior written consent of Lender.

11. Lender's Rights to Enforce. Borrower shall bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Collateral. Lender shall have the right, but shall have no obligation, to join in any such action during the existence of an Event of Default. Borrower shall promptly, and in any event within ten (10) days of demand, reimburse and indemnify Lender for all damages, and expenses, including attorneys' fees incurred by Lender in connection with the provisions of this Section 11, in the event Lender elects to join in any such action commenced by Borrower.

12. Power of Attorney. Borrower hereby authorizes Lender to make, constitute and appoint any officer or agent of Lender, in its exclusive discretion, as Borrower's true and lawful attorney-in-fact, after the occurrence of an Event of Default, with the power to endorse Borrower's name on all applications, documents, papers and instruments reasonably necessary for Lender to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or reasonably necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill, to a third party or parties. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. Lender's Right to Perform Obligations. If Borrower materially fails to comply with any of its obligations under this Agreement, Lender may, after notice to Borrower, but is

not obligated to, do so in Borrower's name or in Lender's name, but at Borrower's expense, and Borrower hereby agrees to reimburse Lender on demand in full for all expenses, including attorneys' fees, incurred by Lender in protecting, defending and maintaining the Collateral.

14. Additional Documents. Borrower shall, upon written request of Lender, enter into such additional documents or instruments as may be reasonably required by Lender in order to effectuate, evidence or perfect Lender's interests in the Collateral as evidenced by this Agreement.

15. New Collateral. If, before the Debt shall have been satisfied in full, Borrower shall obtain rights to any new Collateral, the provisions of Sections 2 and 7 hereof shall automatically apply thereto as if the same were identified on the Schedules attached hereto and made a part hereof as of the date hereof, and Borrower shall give Lender prompt written notice thereof. Any future copyright, trademark, patent, or application therefore, together with the good will of the business connected with the use thereof, will automatically become part of the Collateral.

16. Modification for New Collateral. Borrower hereby authorizes Lender to modify this Agreement by amending the Schedules to include any future Collateral as contemplated by Sections 2 and 15 hereof and, at Lender's request, Borrower shall execute any documents or instruments reasonably required by Lender in order to modify this Agreement as provided in this Section 16, provided that any such modification to the Schedules as contemplated herein shall be effective without the signature of Borrower. Borrower hereby acknowledges that Lender may re-file or re-record this Agreement with the PTO and/or U.S. Copyright Office, together with any such modification to the Schedules.

17. No Waiver. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

18. Remedies Cumulative. All of the rights and remedies of Lender with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

19. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

20. Modifications. Except as provided in Section 16 hereof, this Agreement may be amended or modified only by a writing signed by Borrower and Lender.

21. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, except that Borrower

1902764.1

may not assign any of its rights or duties hereunder without the prior written consent of Lender. Any attempted assignment or transfer without the prior written consent of Lender shall be null and void.

22. Notice. All notices, requests, demands and other communications provided for hereunder shall be given to or made upon Borrower or Lender as the case may be, in accordance with the terms of Section 22.1 of the Loan Agreement.

23. Indemnity: Administration and Enforcement. Borrower will reimburse Lender, upon Lender's demand from time to time, for any and all reasonable fees, costs, and reasonable expenses (including, without limitation, the reasonable fees and disbursements of legal counsel) reasonably incurred by Lender in administering this Agreement and in protecting, enforcing, or attempting to protect or enforce its rights under this Agreement.

24. Unconditional and Continuing Security Interest. Borrower's obligations under this Agreement and the granting of a security interest to Lender pursuant to this Agreement are unconditional and effective immediately, and (except for obligations surviving indefinitely pursuant to Section 8) those obligations and the security interest so granted shall continue in full effect until the Debt shall have been paid in full, regardless of the lapse of time, regardless of the fact that there may be a time or times when no Debt is outstanding, regardless of any act, omission, or course of dealing whatsoever on the part of Lender, and regardless of any other event, condition, or thing. Without limiting the generality of the foregoing, neither the amount of the Debt for purposes of this Agreement, Borrower's obligations under this Agreement, nor the security interest granted pursuant to this Agreement shall be diminished or impaired by:

- (a) the application by Lender of credits, payments, or proceeds to any portion of the Debt,
- (b) any extension, renewal, or refinancing of the Debt in whole or in part,
- (c) any amendment, restatement, or other modification of any kind in, to, or of any Loan Document, or any consent or other indulgence granted Borrower, or any waiver of any Event of Default (under this Agreement or the Loan Agreement),
- (d) any acceptance of other security for the Debt or any part thereof, or any release of any security whether or not Lender receives consideration for the release,
- (e) any discharge of the Debt in whole or in part under any bankruptcy or insolvency law or otherwise,
- (f) the failure of Lender to make any presentment or demand for payment, to assert or perfect any claim, demand, or interest, or to enforce any right or remedy, or any delay or neglect by Lender in respect of the Debt or any part thereof or any security therefor,
- (g) any failure to give Borrower notice of (i) the making of any loan or other credit extension or the terms, conditions, and other provisions applicable thereto, (ii) any dishonor by

Borrower, or (iii) the inaccuracy or incompleteness of any representation, warranty, or other statement made by Borrower, or

(h) any defense that may now or hereafter be available to Borrower, whether based on suretyship, impairment of collateral, accord and satisfaction, breach of warranty, breach of contract, failure of consideration, tort, lack of capacity, usury, or otherwise, or any illegality, invalidity, or unenforceability of the Debt or any part thereof or of any Loan Document.

25. No Setoff; Rights Against Other Obligors. Borrower hereby (a) waives all now existing or hereafter arising rights to recoup or offset any obligation of Borrower under this Agreement against any claim or right of Borrower against Lender, and (b) waives all rights of exoneration now or hereafter arising out of or in connection with this Agreement.

26. JURY TRIAL WAIVER. BORROWER HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG LENDER AND BORROWER, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF LENDER TO PURSUE REMEDIES PURSUANT TO ANY PROVISION CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT BETWEEN BORROWER AND LENDER.

“Lender”

BMO HARRIS BANK N.A.

By: *Steve R. Biazis*
Name: Steve R. BIAZIS
Title: Director

“Borrower”

SABRELINER CORPORATION

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Borrower, or (iii) the inaccuracy or incompleteness of any representation, warranty, or other statement made by Borrower, or

(h) any defense that may now or hereafter be available to Borrower, whether based on suretyship, impairment of collateral, accord and satisfaction, breach of warranty, breach of contract, failure of consideration, tort, lack of capacity, usury, or otherwise, or any illegality, invalidity, or unenforceability of the Debt or any part thereof or of any Loan Document.

25. No Setoff; Rights Against Other Obligors. Borrower hereby (a) waives all now existing or hereafter arising rights to recoup or offset any obligation of Borrower under this Agreement against any claim or right of Borrower against Lender, and (b) waives all rights of exoneration now or hereafter arising out of or in connection with this Agreement.

26. JURY TRIAL WAIVER. BORROWER HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG LENDER AND BORROWER, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF LENDER TO PURSUE REMEDIES PURSUANT TO ANY PROVISION CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT BETWEEN BORROWER AND LENDER.

“Lender”

“Borrower”

BMO HARRIS BANK N.A.

SABRELINER CORPORATION

By: _____
Name: _____
Title: _____

By: F. Holmes Lamoreux
Name: F. HOLMES LAMOREUX
Title: CHAIRMAN & CEO

By: Thomas W Arnold
Name: THOMAS W. ARNOLD
Title: VP-FINANCE & TREASURER

SCHEDULE A

Copyrights

Type of Work: Computer File
Registration Number / Date: TXu001610514 / 2008-06-30
Application Title: Aviation Maintenance Shop Floor Control.
Title: Aviation Maintenance Shop Floor Control.
Description: Computer code.
Copyright Claimant: Sabreliner Corporation.
Date of Creation: 2008
Authorship on Application: Sabreliner Corporation, employer for hire;
Citizenship: United States.

SCHEDULE B

Patents

Patent Number: U.S. 8,317,135
Flexible mounting assembly for an air frame structure
Issued: November 27, 2012

Patent Number: U.S. 6,120,070
Lockable panel latch
Issued: September 19, 2000

SCHEDULE C

Trademarks

Mark: SABRELINER – Serial Number 75561896, Registration Number 2495287

Mark: SABRELINER – Serial Number 72125687, Registration Number 0733000

Mark: SC SABRELINER CORPORATION – Serial Number 85710413

EXHIBIT A

FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY LENDER IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT, DATED AS OF APRIL 29, 2013 (AS THE SAME MAY FROM TIME TO TIME BE AMENDED, RESTATED OR OTHERWISE MODIFIED, THE "AGREEMENT"), EXECUTED BY SABRELINER CORPORATION, A DELAWARE CORPORATION (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "BORROWER"), IN FAVOR OF BMO HARRIS BANK N.A. (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "LENDER"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF LENDER CERTIFIES THAT AN EVENT OF DEFAULT (AS DEFINED IN THE AGREEMENT) HAS OCCURRED AND THAT LENDER HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL (AS DEFINED BELOW) ON BEHALF OF AND FOR THE BENEFIT OF LENDER AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

BMO HARRIS BANK N.A.

By: _____
Print Name: _____
Title: _____
Date: _____

ASSIGNMENT

WHEREAS, SABRELINER CORPORATION, a Delaware corporation (together with its successors and assigns, "Borrower"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Borrower has executed an Intellectual Property Security Agreement, dated as of even date herewith (as the same may from time to time be amended, restated or otherwise modified, the "Agreement") in favor of BMO HARRIS BANK, N.A., a national banking association ("Lender"), pursuant to which Borrower has granted to Lender a security interest in the Collateral as security for the Debt, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in and of the Collateral is effective as of the date of the Agreement; and

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Borrower, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign, and set over to Lender, its successors, transferees and assigns, all of its existing and future Collateral (as defined in the Agreement), including, but not limited to, the Collateral listed on Schedules A, B, and C of the Agreement (which such schedules shall also be deemed schedules hereto) that is registered in the U.S. Copyright Office and/or the United States Patent and Trademark Office in Washington, D.C. or that is the subject of any pending applications in such offices.

This Assignment shall be effective only upon the certification of an authorized officer of Lender, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) Lender has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on April 29, 2013.

SABRELINER CORPORATION

By: F. Holmes Lamoreux
Print Name: F. HOLMES LAMOREUX
Title: CHAIRMAN & CEO

[SIGNATURE PAGE - IP SECURITY ASSIGNMENT - BORROWER]

STATE OF Missouri)
COUNTY OF St. Louis) SS:

BEFORE ME, the undersigned authority, on this day personally appeared J. Helms Amoreux, _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said SABRELINER CORPORATION, a Delaware corporation, and that he/she executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of April, 2013.

Carol S. Henning
Notary Public



CAROL S. HENNING
My Commission Expires
April 7, 2016
St. Louis County
Commission #12549892

[Notary Page – IP Security Assignment – Borrower

1902764.1