

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM428628

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wells Fargo Bank		04/07/2017	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	World Airways, Inc.		
<b>Street Address:</b>	101 WORLD DRIVE		
<b>City:</b>	PEACHTREE CITY		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30269		
<b>Entity Type:</b>	Corporation: DELAWARE		
<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>	1321285	WORLD AIRWAYS	
<b>Registration Number:</b>	2228546	WORLD AIRWAYS	
<b>Registration Number:</b>	1321286	WORLD AIRWAYS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8662895775		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	646.535.3252		
<b>Email:</b>	jenna@jfk-lawyer.com		
<b>Correspondent Name:</b>	Jenna F. Karadbil		
<b>Address Line 1:</b>	175 Varick Street, Suite 306		
<b>Address Line 2:</b>	Law Office of Jenna F. Karadbil		
<b>Address Line 4:</b>	New York, NEW YORK 10014		
<b>NAME OF SUBMITTER:</b>	Jenna F. Karadbil		
<b>SIGNATURE:</b>	/Jenna F. Karadbil/		
<b>DATE SIGNED:</b>	05/23/2017		
<b>Total Attachments: 3</b>			
source=3rd Lien World Airways Release#page1.tif			

OP \$115.00 3394295

source=3rd Lien World Airways Release#page2.tif

source=3rd Lien World Airways Release#page3.tif

## **PARTIAL RELEASE OF TRADEMARK SECURITY AGREEMENT (THIRD LIEN)**

WHEREAS, pursuant to that certain ASSIGNMENT FOR SECURITY - - TRADEMARKS, dated as of February 13, 2013 (the "Trademark Security Agreement"), recorded in the United States Patent and Trademark Office ("USPTO") at Reel 4963, Frame 0957 on February 15, 2013, among other things, WORLD AIRWAYS, INC., a Delaware corporation ("Releasee"), pledged, conveyed, sold, assigned, transferred, set over unto and granted to WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Wells Fargo"), in its capacity as third lien agent (the "Third Lien Agent"), for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of the Third Lien Agent in, to and under the trademarks and service marks listed on the attached Schedule A (the "Released Trademarks"), together with, among other things the goodwill of the business symbolized by the Released 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 (together with the Released Trademarks, the "Released Collateral") to secure the prompt payment, performance and observance of the Secured Obligations.

WHEREAS, pursuant to Section 2.6(c) of that certain Subordination Agreement, dated as of February 13, 2013, by and among Cerberus Business Finance, LLC, in its capacity as first lien agent (the "First Lien Agent"), Wells Fargo, in its capacity as second lien agent (the "Second Lien Agent"), the Third Lien Agent, Global Aviation Holdings Inc., North American Airlines, Inc. and Releasee, the Third Lien Agent, irrevocably appointed the First Lien Agent as its attorney-in-fact, with full authority in its place and stead and in its name, to, among other things, execute and deliver any document or instrument releasing its liens in the Released Collateral.

WHEREAS, Releasee has requested that the Third Lien Agent release its liens in the Released Collateral and, pursuant to this Partial Release of Trademark Security Agreement (Third Lien), confirm the release, relinquishment and discharge of the Third Lien Agent's continuing security interest in the Released Collateral.

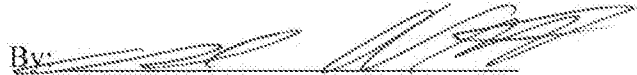
NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, the undersigned hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.
2. Release of Security Interest in the Released Collateral. The Third Lien Agent, without any representation and warranty and without any recourse, releases, relinquishes and discharges its continuing security interest, and any other interest of any kind, in the Released Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Partial Release of Trademark Security Agreement (Third Lien) to be duly executed as of April 7, 2017.

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By: Cerberus Business Finance, LLC  
Its: Attorney-In-Fact

By: 

Name: Joseph Naccarato  
Title: Chief Operating Officer

**SCHEDULE A**

**Trademark Registrations/Applications**

Registrations:

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
World Airways, Inc.	3,394,295	Design Only
World Airways, Inc.	1,321,285	WORLD AIRWAYS
World Airways, Inc.	2,228,546	WORLD AIRWAYS & Design
World Airways, Inc.	1,321,286	WORLD AIRWAYS & Design