

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		LIEN	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CARGO AIRPORT SERVICES USA LLC		11/22/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	MANUFACTURERS AND TRADERS TRUST COMPANY		
Street Address:	401 BROAD HOLLOW ROAD		
City:	MELVILLE		
State/Country:	NEW YORK		
Postal Code:	11747		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85457646	CARGO AIRPORT SERVICES	
Serial Number:	85457638	EPIC	
Serial Number:	85457783	EPIC	
Serial Number:	85457568	CAS	
Serial Number:	85457746	CAS	
CORRESPONDENCE DATA			
Fax Number:	(516)336-2243		
Phone:	5162270742		
Email:	lmciver@farrellfritz.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Farrell Fritz, P.C.,Attn: Lisa G. McIver		
Address Line 1:	1320 RXR Plaza		
Address Line 4:	Uniondale, NEW YORK 11556		
ATTORNEY DOCKET NUMBER:	16192-117		

OP \$140.00 85457646

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TRADEMARK
REEL: 004666 FRAME: 0334

NAME OF SUBMITTER:	Lisa G. McIver
Signature:	/s/ Lisa G. McIver
Date:	11/28/2011
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 22nd, 2011, is made by Cargo Airport Services USA LLC, a Delaware limited liability company ("Grantor") in favor of Manufacturers and Traders Trust Company, a New York banking corporation (the "Bank").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of October 14, 2011, among Grantor, CAS Canada Holdings, Inc., CAS Group Intermediate Holdings, Inc., and the Bank (the "Credit Agreement"), the Bank agreed to make extensions of credit to Grantor and CAS Canada Holdings, Inc. upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to that certain Security Agreement, dated as of October 14, 2011, among Grantor, CAS Canada Holdings, Inc., CAS Group Intermediate Holdings, Inc., and the Bank (the "Security Agreement"), Grantor, CAS Canada Holdings, Inc., CAS Group Intermediate Holdings, Inc. agreed to grant the Bank security and assurance in order to secure the payment and performance of all Obligations (as defined in the Credit Agreement) and to that effect granted the Bank a first priority security interest in their respective assets; and

WHEREAS, Grantor desires to execute and deliver this Trademark Security Agreement with respect to recently-filed trademark applications.

NOW, THEREFORE, in consideration of the premises, Grantor hereby agrees with the Bank as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or the Security Agreement as the context shall require.

Section 2. Grant of Security Interest in Trademark Collateral.

2.1 Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, grants to the Bank a security interest in all of its right, title and interest in, to and under the following collateral of Grantor (the "Trademark Collateral"):

(a) all of its trademark or service mark registrations and trademark or service mark applications, including, without limitation, those listed on Schedule 1 hereto (the "Trademarks");

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark registration and trademark application; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation,

damages or payments, and all rights to sue and recover at law or in equity, for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Bank pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

Section 4. Termination. This Trademark Security Agreement shall terminate and the security interest in the Trademark Collateral shall be released at the time when all of the Obligations (other than any outstanding indemnification obligations) have been fully paid and satisfied and the Revolving Credit Commitment has terminated. Upon the termination of this Trademark Security Agreement, the Bank shall, at the expense of the Grantor, execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the security interest in the Trademark Collateral granted herein.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Binding Effect. This Trademark Security Agreement is entered into for the benefit of the parties hereto and their successors and permitted assigns. It shall be binding upon and shall inure to the benefit of the parties hereto, their successors and permitted assigns. Grantor shall not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Bank and any attempted assignment shall be null and void.

Section 7. Waiver. No delay or failure on the part of the Bank in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or any other right, privilege, remedy or option, and no waiver shall be valid unless in writing and signed by an officer of the Bank and only to the extent therein set forth.

Section 8. Modifications and Amendments. This Trademark Security Agreement and the other agreements to which it refers constitute the complete agreement between the parties with respect to the subject matter hereof and may only be changed, modified, waived, amended or terminated in a writing signed by the party to be charged.

Section 9. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE**

JURISDICTION OF ANY STATE OR FEDERAL COURT IN THE STATE OF NEW YORK, COUNTY OF NEW YORK IN ANY ACTION, SUIT OR PROCEEDING BROUGHT AGAINST IT AND RELATED TO OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR HEREBY WAIVES AND AGREES NOT TO ASSERT BY WAY OF MOTION, AS A DEFENSE OR OTHERWISE, IN ANY SUCH SUIT, ACTION OR PROCEEDING ANY CLAIM THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF SUCH COURTS, THAT THE SUIT, ACTION OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM, THAT THE VENUE OF THE SUIT, ACTION OR PROCEEDING IS IMPROPER, OR THAT THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER DOCUMENT OR INSTRUMENT REFERRED TO HEREIN WHERE THE SUBJECT MATTER THEREOF MAY NOT BE LITIGATED IN OR BY SUCH COURTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR AGREES NOT TO (i) SEEK AND HEREBY WAIVES THE RIGHT TO ANY REVIEW OF THE JUDGMENT OF ANY SUCH COURT BY ANY COURT OF ANY OTHER NATION OR JURISDICTION WHICH MAY BE CALLED UPON TO GRANT AN ENFORCEMENT OF SUCH JUDGMENT AND (ii) ASSERT ANY COUNTERCLAIM IN ANY SUCH SUIT, ACTION OR PROCEEDING UNLESS SUCH COUNTERCLAIM CONSTITUTES A COMPULSORY OR MANDATORY COUNTERCLAIM UNDER APPLICABLE RULES OF CIVIL PROCEDURE. GRANTOR AGREES THAT SERVICE OF PROCESS MAY BE MADE UPON IT BY CERTIFIED OR REGISTERED MAIL TO THE ADDRESS FOR NOTICES SET FORTH IN THIS TRADEMARK SECURITY AGREEMENT OR ANY METHOD AUTHORIZED BY THE LAWS OF NEW YORK. EACH PARTY HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT.

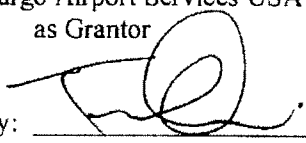
Section 10. Severability. Any provision of this Trademark Security Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, in such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

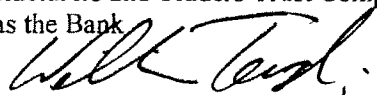
Very truly yours,

Cargo Airport Services USA LLC,
as Grantor

By: 
Name: TOM CHOI
Title: Secretary

ACCEPTED AND AGREED
as of the date first above written:

Manufacturers and Traders Trust Company,
as the Bank

By: 
Name: William Terraglio
Title: Vice President

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Title	Status	Filing date	Serial No.
CARGO AIRPORT SERVICES	Pending	October 27, 2011	85/457646
EPIC	Pending	October 27, 2011	85/457638
EPIC and design (in color)	Pending	October 27, 2011	85/457783
CAS	Pending	October 27, 2011	85/457568
CAS and design (in color)	Pending	October 27, 2011	85/457746