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	
Cargo Airport Services USA LLC		111/22/2011	LIMITED LIABILITY COMPANY: DELAWARE	

RECEIVING PARTY DATA

Name:	Prospect Capital Corporation	
Street Address:	10 East 40th Street	
Internal Address:	44th Floor	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10016	
Entity Type:	CORPORATION: MARYLAND	

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: (212)698-3599 patents@dechert.com Email:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Eric Becker

Address Line 1: 1095 Avenue of the Americas

Address Line 4: New York, NEW YORK 10036-6797

TRADEMARK

REEL: 004668 FRAME: 0666

ATTORNEY DOCKET NUMBER:	384631-113322		
NAME OF SUBMITTER:	Eric Becker		
Signature:	/eric becker/		
Date:	11/30/2011		
Total Attachments: 4 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif			

TRADEMARK
REEL: 004668 FRAME: 0667

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 22. 2011, is made by Cargo Airport Services USA LLC, a Delaware limited liability company ("Grantor") in favor of Prospect Capital Corporation, a Maryland corporation, as administrative agent for itself and for the Lenders (as defined in the Loan Agreement) (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Senior Secured Loan Agreement, dated as of March 31, 2011, among Grantor, CAS Canada Holdings, Inc., CAS Group Intermediate Holdings, Inc., the Administrative Agent, and the Lenders and other parties thereto (the "Loan Agreement"), the Lenders agreed to extend certain senior secured credit facilities to Grantor and CAS Canada Holdings, Inc. upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor, CAS Canada Holdings, Inc., CAS Group Intermediate Holdings, Inc. entered into that certain Pledge and Security Agreement, dated as of March 31, 2011, among Grantor, CAS Canada Holdings, Inc., CAS Group Intermediate Holdings, Inc., and the Administrative Agent (the "Security Agreement") in order to induce the Lenders to enter into, and extend credit to Grantor and CAS Canada Holdings, Inc. under, the Loan Agreement and to secure the Credit Party Obligations (as defined in the Loan Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver this Trademark Security Agreement.

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

- Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement or the Security Agreement.
- Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Credit Party Obligations of Grantor, hereby grants to the Administrative Agent 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 registrations and trademark applications, including, without limitation, those listed on Schedule 1 hereto;
 - (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, all rights

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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 Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent 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 upon the payment and performance of the Credit Party Obligations (other than any outstanding indemnification obligations). Upon the termination of this Trademark Security Agreement, the Administrative Agent shall 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. Governing Law. This Trademark Security Agreement 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, 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 Secretary

Title:

ACCEPTED AND AGREED as of the date first above written:

Prospect Capital Corporation, as the Administrative Agent

By:

Name:

Title:

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