

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Collateral Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cargo Airport Services USA LLC		07/31/2013	LIMITED LIABILITY COMPANY: NEW YORK
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:	Bank: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85457646	CARGO AIRPORT SERVICES	
Registration Number:	4315586	CAS	
Registration Number:	4290976	CAS	
Registration Number:	4164249	EPIC	
Registration Number:	4164268	EPIC	
CORRESPONDENCE DATA			
Fax Number:	2159882757		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	215-988-3303		
Email:	laura.mcneely@dbr.com		
Correspondent Name:	Robert E. Cannuscio		
Address Line 1:	One Logan Square		
Address Line 2:	Suite 2000		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		

OP \$140.00 85457646

ATTORNEY DOCKET NUMBER:	042858-499766
NAME OF SUBMITTER:	Robert E. Cannuscio
Signature:	/Robert E. Cannuscio/
Date:	08/01/2013
Total Attachments: 7 source=IP Collateral Agreement#page1.tif source=IP Collateral Agreement#page2.tif source=IP Collateral Agreement#page3.tif source=IP Collateral Agreement#page4.tif source=IP Collateral Agreement#page5.tif source=IP Collateral Agreement#page6.tif source=IP Collateral Agreement#page7.tif	

INTELLECTUAL PROPERTY COLLATERAL AGREEMENT

This INTELLECTUAL PROPERTY COLLATERAL AGREEMENT dated as of July 31, 2013 ("Agreement"), is delivered by CARGO AIRPORT SERVICES USA LLC, a Delaware limited liability company to MANUFACTURERS AND TRADERS TRUST COMPANY (the "Administrative Agent"), as agent for itself and the other Secured Parties (as that term is defined in the Credit Agreement).

WITNESSETH:

WHEREAS pursuant to the terms of that certain Credit Agreement, dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrowers, the Parent, the Lenders and the Administrative Agent, the Lenders have agreed to extend credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS Grantors entered into that certain Security Agreement in order to induce the Lenders to enter into, and extend credit to the Borrowers under the Credit Agreement and to secure their obligations as set forth in the Credit Agreement, Grantors have each granted to the Lenders a security interest and continuing lien on their respective rights, titles and interests in, to and under certain Collateral (as that term is defined in the Security Agreement) as set forth in the Security Agreement; and

WHEREAS pursuant to the Credit Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantors agree as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or Security Agreement, as applicable.

2. Grant of Security Interest in Collateral. Each Grantor hereby grants to the Administrative Agent a security interest in all of its right, title and interest in, to and under following Collateral: (i) the trademark registrations and trademarks applications listed in Schedule A and all goodwill of the business connected with use of and symbolized by each trademark registration and trademark application; (ii) the patents and patent applications listed in Schedule B; (iii) the copyright registrations listed in Schedule C; in each case whether now owned or hereafter acquired, including all renewals and extensions of any of the foregoing; and 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 to sue and recover at law or in equity for any past, present and future, as applicable, infringement, misappropriation, dilution, violation, or other impairment thereof, as collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of all obligations set forth in the Security Agreement.

Notwithstanding the foregoing, the Collateral shall not include and no security interest shall be granted or attach hereunder with respect to any property while and to the extent it constitutes any application for a trademark or service mark filed in the United States Patent and Trademark Office on the basis of the Grantor's intent to use any such mark pursuant to U.S.C. § 1051 Section 1(b), unless and until such time as a statement of use is filed with and duly accepted by the United States Patent and Trademark Office, at which point the Collateral shall include, and the security interest granted hereunder shall attach to, such application.

3. Rights. Each Grantor does hereby acknowledge and affirm the rights and remedies of the Administrative Agent with respect to the grant of and security interest in, lien on and pledge to the Collateral made hereby. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4. Termination. This Agreement shall terminate and the Lien on and security interest in the Collateral granted hereby shall be released upon the full payment and performance of the Secured Obligations (other than contingent indemnification obligations so long as no claim or demand for indemnification then exists or has been made) and termination of the Commitments. Upon the termination of this Agreement, the Administrative Agent shall execute all documents reasonably requested by the Grantors to evidence the release of the Lien on and security interests in the Collateral granted herein in a form sufficient to record such release.

5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follows]

IN WITNESS WHEREOF, the Grantors and the Lenders have caused this Agreement to be duly executed by their respective duly authorized officers as of the date first above written.

CARGO AIRPORT SERVICES USA LLC

By: 

Name: Tom Choi

Title: Chief Financial Officer and Secretary

[Signature Page to Intellectual Property Collateral Agreement]

MANUFACTURERS AND TRADERS
TRUST COMPANY, in its capacity as
Administrative Agent

By: 
Name: Hugh Giorgio
Title: Managing Director

[Signature Page to Intellectual Property Collateral Agreement]

SCHEDULE A
U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Status	App. Date/ Reg. Date	App. No./App. Date	Owner
CAS	Registered	4/9/2013	4315586	Cargo Airport Services USA, LLC
CARGO AIRPORT SERVICES	Pending	10/27/2011	85/457646	Cargo Airport Services USA, LLC
CAS and design (logo)	Registered	2/19/2013	4290976	Cargo Airport Services USA, LLC
EPIC	Registered	6/26/2012	4164249	Cargo Airport Services USA, LLC
EPIC and design (logo)	Registered	6/26/2012	4164268	Cargo Airport Services USA, LLC

SCHEDULE B
U.S. PATENTS AND PATENT APPLICATIONS

Status	Appl No.	Filing Date	Owner
Pending (Not published)	13/655,085	10/18/2012	Cargo Airport Services USA, LLC

SCHEDULE C
U.S. REGISTERED COPYRIGHTS

None.