

EXHIBIT D



Document Cover Sheet
UNITED STATES COPYRIGHT OFFICE

Copyright Office fees are subject to change.
For current fees check the Copyright Office website at
www.copyright.gov, write to the Copyright Office,
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For Recordation of Documents

Volume _____ Document _____

Volume _____ Document _____

Date of recordation M _____ D _____ Y _____
(ASSIGNED BY THE COPYRIGHT OFFICE)

Funds received _____

DO NOT WRITE ABOVE THIS LINE · SEE INSTRUCTIONS ON REVERSE

To the Register of Copyrights: Please record the accompanying original document or properly certified copy thereof.

1 First party name given in the document AirNet Management, Inc.
(IMPORTANT: Please read instruction for this and other spacers)

2 First title given in the document AirNet.com web site

3 Total number of titles in the document 4

4 Amount of fee calculated \$135

5 Fee enclosed Check Money order
 Fee authorized to be charged to Copyright Office deposit account

Deposit account number _____

Deposit account name _____

6 Completeness of document Document is complete by its own terms Document is not complete. Record "as is."
IMPORTANT NOTE: A request to record a document "as is" under 37 CFR §201.4(c)(2) is an assertion that: (a) the attachment is completely unavailable for recordation; (b) the attachment is not essential to the identification of the subject matter of the document; and (c) it would be impossible or wholly impracticable to have the parties to the document sign or initial a deletion of the reference to the attachment.

7 Certification of Photocopied Document Complete this certification if a photocopy of the original signed document is substituted for a document bearing the actual original signature.
NOTE: This space may not be used for documents that require an official certification.

I declare under penalty of perjury that the accompanying document is a true and correct copy of the original document.

Signature _____ Date _____
Duly authorized agent of _____

8 Return to: Name Steve Schaaf

Number/street 285 Peachtree Center Ave Apt/suite Suite 1500

City Atlanta State GA Zip 30303

Phone number (404) 420-4316 Fax number (678) 533-7787

Email sls@phrd.com

SEND TO: Library of Congress, Copyright Office, Documents Recordation Section, 101 Independence Avenue SE, Washington, DC 20559-6000
INCLUDE ALL THESE TOGETHER: (1) Two copies of this form; (2) payment from a deposit account or by check/money order payable to Register of Copyrights; and (3) your document.

COPYRIGHT SECURITY AGREEMENT

THIS **COPYRIGHT SECURITY AGREEMENT** (this "Agreement") is made this 17th day of December, 2012, between **AIRNET MANAGEMENT, INC.**, a state banking institution incorporated or otherwise organized under the laws of the State of Alabama, having its principal place of business at 7250 Star Check Drive, Columbus, Ohio 43217 ("Company"), and **ALOSTAR BANK OF COMMERCE**, an Alabama banking corporation having an office at 3630 Peachtree Road, N.E., Suite 1050, Atlanta, Georgia 30326 (together with its successors and assigns, "Lender").

Recitals:

Company desires to obtain loans and other financial accommodations from Lender pursuant to that certain Loan and Security Agreement dated the date hereof (as at any time amended, restated, supplemented or otherwise modified, the "Loan Agreement") by and between Company and Lender.

Lender is willing to make loans and other financial accommodations to Company from time to time, pursuant to the terms of the Loan Agreement, provided that Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby agrees with Lender as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement.
2. To secure the prompt payment and performance of all of the Obligations, Company hereby grants, collaterally assigns and pledges to Lender a security interest in and to the copyrights listed in Exhibit A attached hereto, including, without limitation, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world, and all continuations, renewals and extensions thereof, in each case whether now existing or hereafter created or acquired (all of the foregoing being herein collectively referred to, together with all copyrights hereinafter acquired by Company, as the "Copyrights").
3. Company covenants with and warrants to Lender that:
 - (a) Each of the Copyrights is subsisting and has not been adjudged invalid or unenforceable, in whole or in part:
 - (b) Company is now and shall continue to be the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Copyrights, free and clear of any Liens other than Permitted Liens; and
 - (d) Company has the unqualified right to enter into this Agreement and perform its terms.
4. Until Full Payment of all of the Obligations, Company shall not enter into any license agreement relating to any of the Copyrights with any Person except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of Company in the regular and ordinary course of

Company's business as presently conducted, and shall not become a party to any agreement with any Person that is inconsistent with Company's obligations under this Agreement.

5. If, before Full Payment of all of the Obligations, Company shall obtain rights to any new Copyrights or any modification of any Copyright, the provisions of Section 2 shall automatically apply thereto and Company shall give to Lender prompt notice thereof thereof in the Compliance Certificate delivered in respect of the first full calendar month after such acquisition.

6. Company irrevocably authorizes and empowers Lender to modify this Agreement by amending Exhibit A to include any future copyrights under Section 2 or Section 5 hereof.

7. Company hereby grants to Lender and its agents, upon prior notice to Company, the visitation, audit, and inspection rights with respect to Company and the Copyrights, subject to the terms of the Loan Agreement.

8. At any time that an Event of Default exists, Lender shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies of a secured party under the UCC and all other rights and remedies under applicable law. Without limiting the generality of the foregoing, during an Event of Default Lender may immediately without demand of performance and without other notice (except as described in the next sentence, if required by applicable law) or demand whatsoever to Company, each of which Company hereby expressly waives, and without advertisement (except as otherwise provided by applicable law), collect directly any payments due Company in respect of the Copyrights, or sell at public or private sale or otherwise realize upon the whole or from time to time any of the Copyrights, or any interest that Company may have therein. Company hereby agrees that ten (10) days' notice to Company of any public or private sale or other disposition of any of the Copyrights shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by applicable law. At any such sale or disposition, Lender may, to the extent permitted by applicable law, purchase the whole or any part of the Copyrights sold, free from any right of redemption on the part of Company, which right Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Copyrights all reasonable, out-of-pocket costs and expenses incurred by Lender in enforcing its rights hereunder (including, without limitation, all reasonable outside attorneys' fees), Lender shall apply the remainder of such proceeds to the payment of the Obligations, in such order or manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Full Payment of all of the Obligations shall be paid over to Company. If any deficiency shall arise, Company shall remain liable therefor.

9. Company hereby makes, constitutes and appoints Lender, and any officer or agent of Lender as Lender may select, as Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default with respect to Company shall exist: to endorse Company's name on all applications, documents, papers and instruments necessary for Lender to continue the maintenance of or to use the Copyrights, or to grant or issue any exclusive or nonexclusive license under the Copyrights to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Copyrights to any other Person. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of all of the Obligations.

10. Any and all reasonable fees, out-of-pocket costs and expenses, of whatever kind or nature, (including, without limitation, reasonable external attorneys' fees and legal expenses) incurred by Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Copyright Office or in other public offices, the payment or discharge of any taxes, external counsel fees, maintenance fees or Liens, or otherwise, in protecting, maintaining and preserving any Copyrights or in defending or prosecuting any actions or proceedings arising out of or related to any Copyrights, shall be borne and paid by Company (it being the intent of Company and Lender that Company shall be responsible for the payment of all sums, reasonable fees, out-of-pocket costs and expenses, including, without limitation, all maintenance fees payable with respect to the Copyrights) or, if paid by Lender in its reasonable discretion, shall be added to the principal amount of the Obligations and shall bear interest at the Governing Rate.

11. Company shall use its commercially reasonable efforts to detect any infringers of the Copyrights and shall notify Lender in writing of material infringements detected in the Compliance Certificate delivered in respect of the first full calendar month after such detection. Company shall have the duty, through counsel reasonably acceptable to Lender, to prosecute diligently any copyright application for a Copyright pending as of the date of this Agreement or thereafter until Full Payment of all of the Obligations, to make application on registrable but unregistered Copyrights (subject to Company's reasonable discretion in the ordinary course of business or, during the existence of an Event of Default, promptly upon Lender's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Copyrights and to do any and all acts that are reasonably deemed necessary or desirable by Lender to preserve and maintain all rights in the Copyrights. Any expenses incurred in connection with such applications or proceedings shall be borne by Company. Company shall not abandon any right to file a copyright application, or any pending copyright application or copyright without the prior written consent of Lender, unless Company has determined that such copyright application or copyright is no longer material to the conduct of its business.

12. Reserved.

13. If Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by applicable law, Lender may discharge such obligations in Company's name, in Lender's sole discretion, but at Company's expense, and Company agrees to reimburse Lender in full for all reasonable out-of-pocket expenses, including, without limitation, reasonable outside attorneys' fees, incurred by Lender in prosecuting, defending or maintaining the Copyrights or Lender's interest therein pursuant to this Agreement.

13. No course of dealing between Company 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 other 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 future exercise thereof or the exercise of any other right, power or privilege.

14. All of Lender's rights and remedies with respect to the Copyrights, whether established by this Agreement or any of the other Loan Documents, or by any other agreements or by applicable law, shall be cumulative and may be exercised singularly or concurrently.

15. 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, the same shall be deemed severed herefrom and shall not in any manner affect such clause or provisions in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

16. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether express or implied, oral or written. This Agreement is subject to modification only by writing signed by the parties, except as provided in Section 6 hereof.

17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of Lender and upon the successors and permitted assigns of Company. Company shall not assign its rights or delegate its rights or assign its duties hereunder without the prior written consent of Lender.

18. Company hereby waives notice of Lender's acceptance hereof.

19. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia. Notice of Lender's acceptance hereof is hereby waived by Company.

20. To the fullest extent permitted by applicable law, Company and Lender each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Copyrights.

[Remainder of page intentionally left blank; signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ATTEST:


John Dupuy, Chief Executive Officer

AIRNET MANAGEMENT, INC.

("Company")

By: 
Name: Fred deLeeuw, Chief Financial Officer

[CORPORATE SEAL]

Accepted:

ALOSTAR BANK OF COMMERCE

("Lender")

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ATTEST:

AIRNET MANAGEMENT, INC.
("Company")

John Dupuy, Chief Executive Officer

By: _____
Fred deLeeuw, Chief Financial Officer

[CORPORATE SEAL]

Accepted:

ALOSTAR BANK OF COMMERCE
("Lender")

By: _____
Susan Hall, Managing Director

EXHIBIT A

Copyrights

<u>Country</u>	<u>Patent</u>	<u>Registration Number</u>	<u>Registration Date</u>
United States	AirNet.com web site	TX 5-949-504	9/27/02
United States	AirNet Systems, Inc. Public WebSite (Revision 1)	TX 5-949-507	9/27/02
United States	AirNet Systems, Inc. Public WebSite (Revision 2)	TX 5-949-506	9/27/02
United States	AirNet Systems, Inc. Public WebSite (Revision 3)	TX 5-949-505	11/8/02