

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re :
PAN AM CORPORATION et al., :
Debtors. :
-----X

Chapter 11 Case Nos.
91 B 10080 (CB)
through
91 B 10087 (CB)

REC 1993

ORDER AUTHORIZING THE SALE TO ECLIPSE HOLDINGS, INC. OF
ALL OF DEBTORS' RIGHT, TITLE AND INTEREST IN CERTAIN
TRADEMARKS, TRADE NAMES, SERVICE MARKS, GOODWILL AND RELATED
PROPERTY PURSUANT TO SECTION 363 OF THE BANKRUPTCY CODE

Upon the verified motion dated November 2, 1993 of the
above-captioned debtors and debtors in possession (collectively,
"Debtors"), for entry of an order pursuant to sections 105, 363
and 365 of title 11 of the United States Bankruptcy Code (the
"Motion," as further described below), authorizing the sale,
transfer and assignment to Cobb Partners, Inc. ("Cobb"), pursuant
to a purchase agreement dated October 28, 1993, a copy of which
is annexed to the Motion as Exhibit A (the "Agreement"), of all
of the right, title and interest of Pan American World Airways
Inc. and Pan Am Corporation (collectively, "Pan Am") in certain
trademarks, trade names and service marks and worldwide
registrations therefor (collectively, the "Marks"), together with
the considerable goodwill of the business of Pan Am symbolized
thereby or associated therewith (including, without limitation,
all claims and rights of recovery for infringement of the Marks
and all of Pan Am's rights as Licensor of the Marks, and all
registrations, applications and other rights associated with the
foregoing, whether issued or pending), and certain tangible items

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U.S. BANKRUPTCY COURT
SO. DIST. OF NEW YORK

used in connection with the operation of Pan Am's business, as further described in the Agreement (collectively, the "Property," as defined in the Agreement); and upon the proceedings held on the Motion on December 2, 1993 (the "Hearing"), at which an auction was conducted among Cobb and three additional bidders appearing by counsel on that date, one of which was Eclipse Holdings, Inc. ("Eclipse"); and Eclipse having made the winning bid of \$1,325,000 in cash for the Property, such offer to include a non-refundable deposit of \$132,500 (the "Eclipse Deposit") due by wire transfer at 5:00 p.m. on Friday, December 3, 1993, with closing to occur no later than fifteen (15) days after entry of this Order (the "Eclipse Offer"), the Eclipse Deposit being secured by a check in the above amount endorsed and given to Pan Am at the Hearing pursuant to representations made by counsel for Eclipse on the record thereof; and it being understood and agreed by Eclipse that its bid is upon substantially the same terms and conditions as set forth in the Agreement, as modified by a letter dated November 29, 1993 from Paul A. Rendich, General Counsel of Pan Am, to counsel for Cobb, which as described by counsel for Pan Am on the record of the Hearing, sets forth certain clarifications relating to the Agreement (the "Rendich Letter"), a copy of which is annexed hereto as Exhibit B (the Rendich Letter and the Agreement collectively referred to herein as the "Enhanced Agreement"); and it appearing that the Eclipse Offer is the highest and best offer for the Property; and it appearing that the Eclipse Offer was made in good faith as part of a fair

black triangle

auction of the Property; and it appearing that the sale of the Property to Eclipse (the "Sale") is fair, reasonable and in the best interests of creditors and Debtors' estates; and it appearing that the Sale encompasses and includes all of the considerable goodwill which is associated with the Marks; and Cobb having agreed on the record to have its last bid of \$1,200,800 for the Property stand second to the Eclipse Offer and remain open on that basis until 6:00 p.m. on Friday, December 3, 1993, secured by the non-refundable deposit of \$60,000 previously transmitted to Pan Am pursuant to the Agreement; and the Official Committee of Unsecured Creditors and the Ad Hoc Committee of Administrative and Priority Creditors having no objection; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Standing Order of Referral of Cases to Bankruptcy Judges (July 10, 1984) (Ward, Acting C.J.); and notice of the Motion having been served on all those having filed a notice of appearance in the above-captioned proceeding; and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED, that the Sale is approved pursuant to section 363 of the Bankruptcy Code, and that the Debtors be, and hereby are, authorized to take all steps and to execute, deliver and perform any and all agreements, documents and instruments necessary and appropriate to consummate the Sale, including but not limited to entering into a purchase agreement with Eclipse upon substantially the same terms and conditions as the Enhanced Agreement, provided, however, that the purchase

price shall be \$1,325,000 in cash, as described herein; and it is further

ORDERED, that pursuant to section 363(f) of the Bankruptcy Code, Pan Am be, and hereby is, authorized to sell, transfer and deliver the Property to Eclipse free and clear of all liens, claims, interests and encumbrances, except as specifically described in the Agreement, and Eclipse shall acquire the Property pursuant to section 363(f) of the Bankruptcy Code, free and clear of all liens, claims, interests and encumbrances, except as specifically described in the Agreement, with existing liens, if any, to attach to the proceeds of the Sale; and it is further

ORDERED, that Eclipse shall be entitled to the protection of section 363(m) of the Bankruptcy Code with respect to the Sale in the event this Order or any authorization contained herein is reversed or modified on appeal; and it is further

ORDERED, that pursuant to section 1146(c) of the Bankruptcy Code, the Sale shall be exempt from any and all stamp, value-added, transfer, recording and other similar taxes (other than income taxes), any transfer or recording fees or other similar costs incurred or assessed by any federal, state, local or foreign taxing authority (including interest and penalties, if any) in connection with the Sale; and it is further

ORDERED, that this Court shall retain jurisdiction to implement and enforce the terms and provisions of this Order and

the agreement to be entered into between Pan Am and Eclipse pursuant thereto, including any disputes relating thereto or with respect to the proceeds of the Sale, the sale, transfer and/or delivery of the Property, and Eclipse's peaceful use and enjoyment thereof after the closing of the Sale, free and clear of all encumbrances.

Dated: New York, New York
December 3, 1993

Carmelia Blalshem
UNITED STATES BANKRUPTCY JUDGE

NO OBJECTION TO ENTRY
OF THE FOREGOING ORDER:

MARCUS MONTGOMERY WOLFSON & BURTEN P.C.

By: *MARC E. RICHARDS*
Marc E. Richards (MR 9465)
A Member of the Firm

Counsel for the Official
Committee of Unsecured
Creditors

0015

FEBRUARY 22, 1994



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

N02B

TO: ECLIPSE HOLDINGS, INC.
DAVID H. LOCKWOOD
100 PARK AVENUE, SUITE 260
ROCKVILLE, MD 20850-2618

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE U.S. PATENT AND TRADEMARK OFFICE ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE TRADEMARK ASSIGNMENT PROCESSING SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U. S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT BRANCH, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

ASSIGNOR:

PAN AMERICAN WORLD AIRWAYS, INC.

DOC DATE : 12/29/1993
CITIZENSHIP : NEW YORK

ENTITY : CORPORATION

ASSIGNEE:

ECLIPSE HOLDINGS, INC.
100 PARK AVENUE, SUITE 260
ROCKVILLE, MARYLAND 20850-2618
ENTITY : CORPORATION

CITIZENSHIP : MARYLAND

BRIEF:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

NO. OF PAGES : 022
REEL/FRAME : 1097/0015
DATE RECORDED : 01/18/1994
APPLICATION NUMBER : 72-110078
REGISTRATION NUMBER: 0725737
FILING DATE : 12/12/1960
REGISTRATION DATE: 12/26/1961

MARK: PAN AM

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

APPLICATION NUMBER : 72-218309
FILING DATE : 05/07/1965

REGISTRATION NUMBER: 0815637 REGISTRATION DATE: 09/20/1966

MARK: THEATRE-IN-THE-AIR
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER : 73-386507 FILING DATE : 09/20/1982
REGISTRATION NUMBER: 1257122 REGISTRATION DATE: 11/08/1983

MARK: WORLDPASS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER : FILING DATE : 00/00/0000
REGISTRATION NUMBER: 0668729 REGISTRATION DATE:

MARK:
DRAWING TYPE:

APPLICATION NUMBER : 72-168526 FILING DATE : 05/09/1963
REGISTRATION NUMBER: 0783387 REGISTRATION DATE: 01/12/1965

MARK: PANAMAC
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER : 73-368987 FILING DATE : 06/10/1982
REGISTRATION NUMBER: 1236737 REGISTRATION DATE: 05/03/1983

MARK: YOU CAN'T BEAT THE EXPERIENCE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER : 73-188098 FILING DATE : 10/04/1978
REGISTRATION NUMBER: 1160329 REGISTRATION DATE: 07/07/1981

MARK: PAN AM
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER : 73-083720 FILING DATE : 04/12/1976
REGISTRATION NUMBER: 1063515 REGISTRATION DATE: 04/12/1977

MARK: PANTRAC
DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER : 73-498614 FILING DATE : 09/10/1984
REGISTRATION NUMBER: 1337203 REGISTRATION DATE: 05/21/1985

MARK: WORLDPAK
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER : 71-551911 FILING DATE : 03/13/1948
REGISTRATION NUMBER: 0527633 REGISTRATION DATE: 07/11/1950

MARK: SLEEPERETTE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

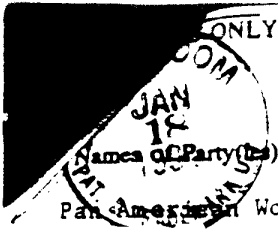
Anne Hanell

EXAMINER/PARALEGAL
ASSIGNMENT BRANCH
ASSIGNMENT/CERTIFICATION SERVICES DIVISION

ONLY

TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: 44- 251
Please record the attached original document or copy thereof. H 225 452 D



Name of Party(ies) conveying an interest:
Pan American World Airways, Inc.

2. Name and Address of Party(ies) receiving an interest:

Name: Eclipse Holdings, Inc.
Internal Address:

Street Address: 100 Park Avenue, Suite 260

City: Rockville
State: Maryland

Zip: 20850-2618

Entity:

- Individual(s)
- General Partnership
- Corporation-State - New York
- Other
- Association
- Limited Partnership

- Individual
- General Partnership
- Corporation-State Maryland
- Other
- Citizenship
- Association
- Limited Partnership

3. Interest Conveyed:

- Assignment
- Security Agreement
- Other
- Change of Name
- Merger

If not domiciled in the United States, a domestic representative designation is attached:

- Yes
- No

(The attached document must not be an assignment)

4. Application number(s) or registration number(s). Additional sheet attached? Yes No

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

725737	815637	1257122
668729	783387	1236737
1160329	1063515	
527633	1337203	

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David H. Lockwood
Internal Address: Eclipse Holdings, Inc.

Street Address: 100 Park Avenue, Suite 260

City: Rockville
State: Maryland Zip: 20850-2618

6. Number of applications and registrations involved:

10

7. Amount of fee enclosed or authorized to be charged:

\$265.00

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account):

DO NOT USE THIS SPACE

090 BA 02/02/94 747257
2737

0 482 225.00 C.

9. Date of execution of attached document December 20, 1993 (transaction consummated on December 29, 1993)
10. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on:

January 10, 1994

Date

Signature

Frederic Rosenberg

Name of Person Signing

89149867

1993 22

REC 1097 P 1015

TRADEMARK ASSIGNMENT

WHEREAS, Pan American World Airways, Inc., a New York corporation having a principal place of business at 111 Broadway, New York, New York 10006 (hereinafter referred to as "Pan Am") has adopted and continuously used worldwide the trademarks and service marks identified in Schedule 1 hereto (hereinafter referred to as "The Marks");

WHEREAS, Pan Am has registered The Marks in the United States and various countries throughout the world as indicated in Schedule 1 hereto (hereinafter referred to as "The Registrations");

WHEREAS, Eclipse Holdings, Inc., a *Maryland* corporation having a principal place of business at Rockville, Maryland (hereinafter referred to as "Purchaser") is desirous of acquiring The Marks and The Registrations;

TRADEMARK

FILED 1977 MAR 16

12.17.93 02:54PM #PA EXECUTIVE OFFICES

NOW, THEREFORE:

In consideration and in exchange for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Pan Am does hereby sell, assign, transfer and set over to said Purchaser its entire right, title and interest in and to The Marks together with the goodwill of the business associated therewith and The Registrations.

The Marks are sold pursuant to an order of the United States Bankruptcy Court, signed by Judge Cornelius Blackshear on December 3, 1993.

PAN AMERICAN WORLD AIRWAYS, INC.

Dated: 12/29/93

By: *Paul Rendich*
Name: Paul Rendich
Title: Sr. Vice President

ECLIPSE HOLDINGS, INC.

Dated: 12-29-93

By: *David H. Lockwood*
Name: David H. Lockwood
Title: President

TRADEMARK

REC-097 FILED 17

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 29 day of December, 1993, before me personally came Paul Rendich to me known, who, being by me duly sworn did depose and say that he resides at 185 West End Ave New York City of New York County of New York State of New York and that he is Senior Vice President - General Counsel of Pan Am Corporation and the authorized agent of Peter T. McHugh, Chief Executive Officer and Responsible Officer ("Authorized Agent") for Pan American World Airways, Inc., who was appointed pursuant to the Consent Order Authorizing the Appointment of a Responsible Officer for Debtors in Possession signed by the bankruptcy court on January 9, 1992, the corporation described in and which executed the above Assignment on behalf of said assignor and that he signed his name thereto with the authorization of Mr. McHugh.

TRADemark

REEL 1097 FRAME 18

Sworn to before me this
29 day of Dec. , 1993

Jill M. Sculiano
Notary Public

JILL M. SCULIANO
Notary Public, State of New York
No. 8002018
Qualified in Westchester County
Filed in New York County
Commission Expires Sept. 21, 1994

ECLIPSE HOLDINGS, INC.

5530 Wisconsin Avenue, Suite 703-5
P.O. Box 70805, Chevy Chase, Maryland 20813-0805
(202) 728-3841, (301) 890-8902

Cobb Partners, Inc., et al
2333 Ponce de Leon Blvd., Penthouse 1111
Coral Gables, FL 33134
Attn: Charles E. Cobb, Jr.
(Certified P-532-213-140)

Pan American World Airways, Inc.,
C/o Corporation Service Co., Resident Agent
1013 Centre Road,
Wilmington, DE 19805
(Certified P-532-213-141)

Dear Sir/Ms.,

July 11, 1997

This clarifies our letter of July 10, 1997. We have noted that you did not establish an operating Pan Am airline for two years after our Asset Purchase Agreement of December 29, 1993 (ref: 15 U.S.C. 1127), and that the late operation since (1996-7) has not produced a product or service substantially the same in nature and quality as that which the Pan Am trademark has been associated worldwide. The delay and startup was not reasonable in view of industry practice, public expectation, or the economic circumstances¹, and if the present plan and operation, under current management, is left to continue, it may wholly dissipate the goodwill of the venerable Pan Am trademark(s).

When you did attempt an airline operation under the Pan Am name in 1996, your operation only involved three *domestic locations* (Miami, New York, and Los Angeles) in a business plan publicly derided by aviation industry experts and questioned in the public press, using major assets of questionable origin², and utilizing a misleading reverse shell public offering of stock which bypassed normal securities registrations and exchange procedures for the venerable "PAA" stock symbol.

¹ 1993-1997 have shown the most favorable economic, travel, and stock market conditions for international airline and charter business start-ups in decades

² The Eastern Airlines bankruptcy Estate's aircraft, cash, offices, employees, and other items, without the approval of Eastern's shareholders, Board, creditors, or court(s).

After about a year of operation (1996-1997), your domestic operation has failed to include *any* international destination or stop outside the United States or its territories, and we see no evidence that such flights have been intended (ref: DOT, SEC filings, public releases). **Previously Pan Am had been solely renowned as a premier international flag airline in over 90 countries.**

Not only has your airline operation not produced a product or service substantially the same in nature and quality as that which the Pan Am trademark has been publicly associated, but your present business plan has no relationship to the expectations upon which we, the public, and former Pan Am customers and employees³ would have expected from a revived Pan Am as an international flag carrier. Your domestic "low fare" no-frills operation is dissipating Pan Am's traditional international goodwill.⁴

We have become aware that you are now attempting to engage in mergers or acquisitions with insolvent carrier(s) (one is inoperative), after having lost many millions of dollars in public investor monies obtained through the American Stock Exchange and through private placement(s). Also, you have allowed the Pan Am trademark registration(s) to lapse in several countries, which may impair any holder's ability to achieve Pan Am's traditionally expected product and services.

Such activities are **antithesis to the reputation of the former Pan Am**. We see no evidence that you intend to change these actions, to the detriment of Pan Am's international goodwill.

Your acts and/or omissions now show an "Assignment-in-Gross" to you, making the Asset Purchase Agreement and any related assignment(s) between Eclipse and Cobb Partners, Inc., and any successor or assigns (we have approved none), void ab initio. In addition, our prior rescission of the Asset Purchase Agreement, on contract and overlapping grounds, which rescission was served upon you in

³ A significant number of former Pan Am employees and customers have declined to associate with the "new Pan Am" you operate. Apparently, the first communication you have had with former customers has been a *lease* of the mailing list resulting in a junk mail solicitation for magazine subscriptions. Pan Am internet web sites have had two estranged editions. Even the Pan Am flight academy (a previously authorized user of the Pan Am name), has had confrontations with you, leading to litigation. Your use of assets of the bankruptcy Estate of Eastern Airlines under its former Ch. 11 Trustee (Martin Shugrue, now your CEO), and the public financing by you heretofore, is under at least inquiry by the U.S. Justice Department, FBI Major Economic Crimes Unit, and the SEC.

⁴ In 1994, 1995, and 1996 we contributed international flights, and actually operated such through our subsidiary Airways Corporation to and from the USA and Frankfurt, Rome, London, Paris, and Glasgow, spending tens of Millions of dollars, despite your lack of cooperation in the use of the Pan Am name thereon (contrary to our agreements).

10/21/97

January-February, 1996, before you began this domestic airline operation, has been ignored by you.

Thus, in order to prevent further dissipation of the international goodwill of Pan Am by your acts or omissions, this is notice that any and all assignment(s) and license(s) of rights to the Pan Am trademark(s) and goodwill, *not reinstated or maintained by a lawful judicial injunction from a court of competent jurisdiction from time-to-time*⁵, whether or not rights or assets have been received by or perfected in Eclipse, **are void ab initio, voided, rescinded, and/or revoked**, and any original Asset Purchase Agreement(s) between Eclipse and you are declared void ab initio (or are voided hereby), at least as an Assignment(s)-in-Gross from Eclipse to you. We have instructed our Counsel to file supplemental pleading(s) by July 14, 1997 with the U.S. District Court (SDNY) in the current pending litigation, to bring this additional issue before the appropriate court(s).

Since Eclipse still maintains its intent to re-establish an international Pan Am product and service substantially the same in nature and quality as that which the Pan Am trademark has been associated worldwide, we invite your domestic assistance in making that a reality. We will engage in good faith negotiations with you and others to grant a license to you as a Pan Am domestic feeder under mutually agreed quality control standards with or without the Pan Am trade or by code share; such a temporary license is immediately effective for 90 days, until October 15, 1997, solely so that we do not disturb your current domestic airline operations and to permit you a wind-down period should you decide to cease airline operations, or permit you to transition to a new trade name for your operations should you decide to do so. The temporary license is subject to quality assurance and yield management controls to be established by Eclipse or its designee.

If you decide to continue operation involving Pan Am under conditions to be agreed with Eclipse (or as lawfully permitted otherwise), please provide the business plan to David H. Lockwood c/o Eclipse, which is designed to support an international operation of Pan Am in the same nature and quality for which Pan Am has had a long-standing public reputation.

July 10, 1997

Amended July 11, 1997.

ECLIPSE HOLDINGS, INC.

Thomas Henry
Director of P.L.
(SEAL)

Authorized Officer

By Direction of Its Board of Directors

⁵ In addition to and including any pending litigation in which we are engaged with you (*Pan Am v. Eclipse*, No. 95-Civ-2763, US DC SDNY). Nothing herein is directed at violating any current applicable injunctive relief to which you are entitled pending resolution of this matter.

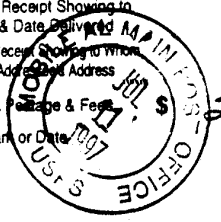
332 213 141

US Postal Service
Receipt for Certified Mail

No Insurance Coverage Provided.
Do not use for International Mail. (See reverse)
Sent to: **PAN AMERICAN WORLDWIDE AIRWAYS, INC. c/o CONQUEST CO.**
Street & Number: **1013 CENTRE RD.**
Post Office, State, & ZIP Code: **WILMINGTON, DE 19805**

Postage \$ **32**
Certified Fee **1.35**

Special Delivery Fee
Restricted Delivery Fee
Return Receipt Showing to Whom & Date Delivered **1.10**
Return Receipt Showing to Whom, Date, & Address of Address **2.77**
TOTAL Postage & Fees



PS Form 3800, April 1995

Domestic Return Receipt

W HOLDINGS, INC.
onsin Avenue, Suite 703-5
hevy Chase, Maryland 20813-0805
728-3841, (301) 890-8902

use 1111

c.,
lent Agent

6. Signature (Address only)
X S. Grunage
PS Form 3811, December 1984

July 11, 1997

y 10, 1997. We have noted that you did not establish years after our Asset Purchase Agreement of 127), and that the late operation since (1996-7) has

not produced a product or service substantially the same in nature and quality as that which the Pan Am trademark has been associated worldwide. The delay and startup was not reasonable in view of industry practice, public expectation, or the economic circumstances¹, and if the present plan and operation, under current management, is left to continue, it may wholly dissipate the goodwill of the venerable Pan Am trademark(s).

When you did attempt an airline operation under the Pan Am name in 1996, your operation only involved three domestic locations (Miami, New York, and Los Angeles) in a business plan publicly derided by aviation industry experts and questioned in the public press, using major assets of questionable origin², and utilizing a misleading reverse shell public offering of stock which bypassed normal securities registrations and exchange procedures for the venerable "PAA" stock symbol.

¹ 1993-1997 have shown the most favorable economic, travel, and stock market conditions for international airline and charter business start-ups in decades

² The Eastern Airlines bankruptcy Estate's aircraft, cash, offices, employees, and other items, without the approval of Eastern's shareholders, Board, creditors, or court(s).

SENDER:
Complete items 1 and 2
Complete items 3, 4a
Print your name and card to you.
Attach this form to the permit.
Write Return Receipt on The Return Receipt if delivered.
3. Article Addressed
PAN AME
AIRWA.
c/o Conq
1013 C
WILMING
5. Received By: (Print)

Is your RETURN ADDRESS completed on the reverse side?

Certificate of Service

I, Richard C. Bartel, hereby certify that a copy of this Motion and sur-reply Comments were filed with the Department of Transportation, and sent via U.S. Mail, First Class prepaid, on this 30th day of July, 1999:

Robert E. Cohn, and
Nathaniel P. Breed, Jr.
2300 N Street, N.W.
Washington, D.C. 20037
(also via fax and email)

John R. Nadolny, Sr. VP – Gen Counsel
Pan American Airways Corporation
Pease International Tradeport
14 Aviation Avenue
Portsmouth, N.H. 03801

Richard C. Bartel
P.O. Box 11552
Washington, D.C. 20008

Eclipse Holdings, Inc.
5530 Wisconsin Ave., Suite 703-5
Chevy Chase, Md. 20815
Attn: David Bargman, Esq. and Bruce Feffer, Esq.

And to the service list provided by Pan Am in its "reply" (Cohn and Breed)
(attached to paper copy filed 7/30/99).



Richard C. Bartel