

01-23-2003



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RECOI TRADEMARK 102344455

DEPARTMENT OF COMMERCE J.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):  <u>Flight International, Inc. d/b/a</u>  <u>Flight International</u>      <u>12-20-02</u></p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State-<u>Delaware</u>  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)  Name: <u>Flight International Aviation LLC</u>  <u>Internal</u>  Address: _____</p> <p>Street Address: <u>555 Industrial Drive South</u>  City: <u>Madison</u> State: <u>MI</u> Zip: <u>39110</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input type="checkbox"/> Corporation-State _____  <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No  (Designations must be a separate document from assignment)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:  <input checked="" type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>December 17, 2002</u></p>	

OFFICE OF PATENT RECORDS  
FINANCE SECTION  
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<p>4. Application number(s) or registration number(s):  A. Trademark Application No.(s) _____  _____</p>	<p>B. Trademark Registration No.(s) <u>1,317,295</u>  <u>1,359,717</u></p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:  Name: <u>Galina A. Kirman</u>  Internal Address: <u>Winston &amp; Strawn</u>  _____</p> <p>Street Address: <u>200 Park Avenue</u>  _____</p> <p>City: <u>New York</u> State: <u>NY</u> Zip: <u>10166</u></p>	<p>6. Total number of applications and registrations involved: ..... <span style="border: 1px solid black; padding: 2px;">2</span></p> <p>7. Total fee (37 CFR 3.41).....\$ <u>65.00</u></p> <p><input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number:  <u>501-804</u></p>
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**DO NOT USE THIS SPACE**

9. Signature.

Galina A. Kirman      *Galina Kirman*      12/18/02  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 6

01/22/2003 LMIELLER 00000110 501814 1317295

01 FC:0521 40.00 CH  
02 FC:0522 25.00 CH

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK REEL: 002653 FRAME: 0518

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## ASSIGNMENT OF TRADEMARKS

WHEREAS, FLIGHT INTERNATIONAL, INC. d.b.a. FLIGHT INTERNATIONAL, a Delaware corporation (hereinafter "ASSIGNOR"), is the owner of all right, title and interest throughout the world in and to certain trademarks, including the trademark registrations and applications for registration thereof and the common law rights pertaining thereto (hereinafter the "MARKS"), identified in Schedule 1 hereto, and incorporated herein by reference, and is the owner of the goodwill of the business symbolized by the MARKS and connected with the use thereof; and

WHEREAS, FLIGHT INTERNATIONAL AVIATION LLC, a Delaware limited liability company (hereinafter "ASSIGNEE"), is desirous of acquiring all of ASSIGNOR's right, title and interest throughout the world in and to the MARKS, together with the applications therefor and registrations thereof and the goodwill of the business symbolized thereby;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. ASSIGNOR hereby does assign, transfer and convey, effective as of the date hereof, to ASSIGNEE, its successors, legal representatives and assigns, all of ASSIGNOR's right, title, and interest in and to the MARKS (including, without limitation, the United States trademark applications and registrations therefor and all other registrations and applications for registration of the MARKS in all jurisdictions), together with the goodwill of that portion of ASSIGNOR'S business symbolized thereby, including without limitation, the right to petition, sue or otherwise seek and recover damages, profits and any other remedy (monetary, injunctive, declaratory or other), for any past, present or future infringement, dilution, conversion or misappropriation of, or other injury, offense, violation, breach of duty or wrong relating to the MARKS, or any license, agreement, contract or other matter relating thereto.

2. ASSIGNOR hereby consents to allow the Commissioner of Patents and Trademarks of the United States of America and the appropriate officers of all other jurisdictions in which any of the MARKS is registered or in which an application for registration of one or more of the MARKS is pending, to record the title of ASSIGNEE, its successors, legal representatives and assigns, as owner of all right, title and interest in and to the MARKS, together with all goodwill of the business associated with and symbolized by the MARKS, and to issue the Certificate of Registration resulting from any such application for registration of the MARKS or renewal of any existing registration of the MARKS to ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

3. ASSIGNOR agrees that it will execute and deliver, or cause to be executed and delivered, to ASSIGNEE or ASSIGNEE's legal representatives, any other or additional assignments, documents, certificates, powers or other writings, and take all additional actions, as may be necessary to transfer the MARKS to ASSIGNEE and record the title of ASSIGNEE in and to the MARKS.

4. ASSIGNEE agrees it is solely responsible for recording this Assignment of the MARKS to ASSIGNEE with the United States Patent and Trademark Office and the appropriate agencies and offices of all jurisdictions in which the MARKS are or may be registered or in which applications for registration of one or more of the MARKS are pending, under the relevant laws of the United States or any other jurisdictions.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of this 17<sup>th</sup> day of December, 2002.

FLIGHT INTERNATIONAL, INC.  
d/b/a FLIGHT INTERNATIONAL

By: 

Name: David Sandlin

Title: President & CEO

**SCHEDULE 1**

**MARKS**

<u>Mark</u>	<u>Registration Number</u>	<u>Issue Date</u>	<u>Goods/Services</u>
Snowflake Logo	1,317,295	1/29/85	<u>Class 37</u> Providing aircraft repair and maintenance services for others <u>Class 39</u> Air transportation services <u>Class 41</u> Providing aviation education and training courses for flight crew members
Flight International (Stylized)	1,359,717	9/10/85	<u>Class 39</u> Air transportation services