

02-19-2004

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



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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): 7-22-03
AIRMATE, LLC

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other LIMITED LIABILITY COMPANY

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: May 12, 2003

2. Name and address of receiving party(ies)

Name: PLANETECHS, LLC

Internal Address: _____

Street Address: 1420 KENSINGTON ROAD, STE. 116

City: OAK BROOK State: IL Zip: 60523

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other LIMITED LIABILITY COMPANY

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,726,103; 2,020,536

Additional number(s) attached Yes No

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

Name: DAVID G. THOMPSON

Internal Address: _____

Street Address: 150 FOURTH AVE., N., STE. 2000
NASHVILLE, TN 37219

City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

DAVID G. THOMPSON

Name of Person Signing

Signature

7/14/03

Date

07/24/2003 DBYRNE 00000044 1726103

Total number of pages including cover sheet, attachments, and document: 1

01 FC:8521
02 FC:8522

40.00 OP
25.00 OP

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

TRADEMARK
REEL: 002915 FRAME: 0073

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made this 12th day of May, 2003, by AirMate LCC, a Delaware limited liability company with offices at 1818 Market Street, Philadelphia, Pennsylvania 19103 ("Assignor"), in favor of PlaneTechs, LLC, a Tennessee limited liability company with offices at 381 Riverside Drive, Suite 120, Franklin, Tennessee 37064 ("Assignee").

WHEREAS Assignor is the owner of all of the trademarks, service marks, trade names, designs and logotypes used in its business of providing temporary maintenance and repair personnel services to the airline industry (the "Business") and the goodwill of the Business associated therewith (collectively, the "Trademarks"), including without limitation the United States registrations of the Trademarks set forth on the attached Schedule A (collectively, the "Registrations"); and

WHEREAS, Assignor and Assignee have entered into a certain Asset Purchase Agreement dated as of May 12, 2003 (the "Asset Purchase Agreement"), providing, among other things, that Assignor shall transfer and assign to Assignee all of Assignor's rights, title, and interest in, to, and under all Proprietary Rights (as defined in the Asset Purchase Agreement) used by Assignor exclusively in connection with the Business, and the applications and registrations thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which all parties acknowledge, Assignor, intending to be legally bound, does hereby transfer and assign to Assignee all or Assignor's right, title, and interest in, to, and under:

The Trademarks, the Registrations, the goodwill of the Business associated with the Trademarks, all rights of action arising from the Trademarks, all claims by reason of infringement of the Trademarks and the right to sue and collect damages for such infringement, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made.

This Assignment is not intended to modify, enlarge or restrict the rights and obligations of the parties under the Asset Purchase Agreement (including without limitation, the representations and warranties made by Assignor with respect to the items assigned hereby), and to the extent that any provision of this Assignment is inconsistent with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control.

Assignor agrees to execute all such other documents as may be reasonably needed to establish Assignee as the record owner of the Registrations.

This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives, and permitted assigns.

This Assignment shall be governed by and construed in accordance with the substantive laws of the State of Tennessee and, to the extent applicable, the Federal laws of the United States, without giving effect to any conflicts of law rule or principle that might require the application of the laws of another jurisdiction.

Capitalized terms used in this Assignment but not otherwise defined herein shall have the meanings assigned to such terms in the Asset Purchase Agreement.

Executed as of the date first written above.

"Assignor"

AirMate LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

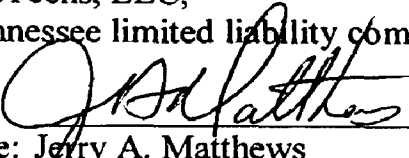
Subscribed and sworn to
before me on May ____, 2003

Notary Public

ACKNOWLEDGED AND ACCEPTED:

"Assignee"

PlaneTechs, LLC,
a Tennessee limited liability company

By:  _____
Name: Jerry A. Matthews
Title: Chief Manager

SCHEDULE A
Trademark Registrations

<i>Mark</i>	<i>Registration Number</i>	<i>Registration Date</i>
AIRMATE	1,726,103	October 20, 1992
Miscellaneous Design	2,020,536	December 3, 1996