

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Twin Commander Aircraft Corporation		01/31/2004	CORPORATION: WASHINGTON

RECEIVING PARTY DATA	
Name:	Twin Commander Aircraft LLC
Street Address:	1100 Carillon Point
City:	Kirkland
State/Country:	WASHINGTON
Postal Code:	98033
Entity Type:	LTD LIAB JT ST CO: WASHINGTON

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	2135589	PERMAFLEX
Registration Number:	2102817	TWIN COMMANDER
Registration Number:	2006849	RENAISSANCE COMMANDER
Registration Number:	1903346	PERMAFLEX

CORRESPONDENCE DATA	
Fax Number:	(206)223-7107
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(206) 223-7000
Email:	trademarks@lanepowell.com
Correspondent Name:	Gary Tober
Address Line 1:	1420 Fifth Avenue
Address Line 2:	Suite 4100
Address Line 4:	Seattle, WASHINGTON 98101

ATTORNEY DOCKET NUMBER:	114157.0036
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NAME OF SUBMITTER:	Claire Fox
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OP \$115.00 2135589

Total Attachments: 3

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**ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS AGREEMENT**

THIS ASSIGNMENT OF PROPERTY RIGHTS AGREEMENT (this "Agreement"), dated as of January 31, 2004, is by and among **TWIN COMMANDER AIRCRAFT LLC**, a Washington limited liability company ("Assignee") and **TWIN COMMANDER AIRCRAFT CORPORATION**, a Washington corporation (the "Company"). Assignee and the Company are collectively referred to herein as the "Parties".

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and Assignee agree as follows:

1. The Company hereby transfers, assigns, conveys, and delivers to Assignee, its successors and assigns forever, its entire right, title, and interest in and to (a) patents and applications for patents and the underlying inventions and all improvements, renewals, extensions, continuations, continuations-in-part, divisions, reissues, and reexamination certificates, and foreign counterpart patents and patent applications and foreign-priority rights therein, to be held and enjoyed by Assignee for its own use and benefit, and for its successors and assigns to the full end of the term for which patents may be granted in the United States or any foreign country, as fully and entirely as the same would have been held by Assignor had this conveyance, assignment and transfer not been made and all know-how and proprietary information and trade secrets relating to the inventions and patent rights; any production rights; intellectual property licenses; copyrights; and trademarks; owned, developed, or acquired, which is listed in Exhibit A attached hereto (the "Intellectual Property"), and (b) the goodwill associated with the Intellectual Property described in clause (a) hereof, including the goodwill of the business as symbolized by each mark, patent, and design included in the Intellectual Property, and any and all registrations and applications of the Company for registration thereof worldwide (if any), with all rights of action, powers and benefits to the marks, patents and designs, due or accrued, including the right to sue for and recover the same in the name of Assignee, its successor sand assigns and other legal representatives, all rights to injunctive relief, damages, profits, costs and attorney fees, due or accrued, arising out of past infringement of the marks or designs, or injury to the said goodwill, free and clear of any liabilities, liens, claims, mortgages, or encumbrances of any kind or character (collectively, the "Transferred Property").

2. The Company, for itself, its subsidiaries and their respective successors and assigns, covenants to and agrees with Assignee to warrant and defend the transfer, assignment, and conveyance of the Transferred Property to Assignee and its successors and assigns against all claims and demands.

3. The Company shall duly execute and deliver or cause to be executed and delivered all instruments of conveyance, transfer, and assignment, and all notices, releases, acquittances, and other documents that may be necessary more fully to convey, transfer, assign, and deliver to and vest in Assignee the Transferred Property.

4. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington, as applied to contracts executed and to be fully performed in such state.

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

TWIN COMMANDER AIRCRAFT LLC

TWIN COMMANDER AIRCRAFT CORPORATION

By: *Kenneth L. Moberg*
Its: Secretary

By: *Kenneth L. Moberg*
Its: Secretary

EXHIBIT A

Intellectual Property Rights

Registration Number: 2135589

Registration Date: 02/10/1998

PERMAFLEX

Intellectual Property Rights

Registration Number: 2102817

Registration Date: 10/07/1997

TWIN COMMANDER

Intellectual Property Rights

Registration Number: 2006849

Registration Date: 10/08/1996

RENAISSANCE COMMANDER

Intellectual Property Rights

Registration Number: 1903346

Registration Date: 07/04/1995

PERMAFLEX