

Form PTO-1594 (Rev. 03/05)  
OMB Collection 0651-0027 (exp. 6/30/2005)

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**  
CAMP SYSTEMS INTERNATIONAL, LLC

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other Limited Liability Company

Citizenship (see guidelines) Colorado

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  
Additional names, addresses, or citizenship attached?  No

Name: CAMP ACQUISITION COMPANY  
Internal  
Address: \_\_\_\_\_  
Street Address: 999 Marconi Avenue  
City: Ronkonkoma  
State: New York  
Country: US      Zip: 11779

Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship Delaware  
 Other \_\_\_\_\_      Citizenship \_\_\_\_\_

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)

**3. Nature of conveyance /Execution Date(s) :**  
Execution Date(s) April 29, 2005

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
B. Trademark Registration No.(s)  
2144786, 2774396

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
CAMP, AVISOURCE

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

Name: Kim Walker  
Internal Address: Willkie Farr & Gallagher LLP  
Street Address: 787 Seventh Avenue  
City: New York  
State: NY      Zip: 10019  
Phone Number: 212-728-8000  
Fax Number: 212-728-8111  
Email Address: kwalker@willkie.com

**6. Total number of applications and registrations involved:** 2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$65

Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

a. Credit Card      Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 23-2405  
Authorized User Name Kim Walker

**9. Signature:** Kim Walker      5/31/05  
Signature      Date

Kim Walker  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$65.00 232405 2144786

## TRADEMARK ASSIGNMENT

This Trademark Assignment is entered into as of April ~~29~~<sup>th</sup>, 2005 and effective as of February 3, 2005 (the "Effective Date") by and among CAMP SYSTEMS INTERNATIONAL, LLC, a Colorado limited liability company ("Assignor"), and CAMP ACQUISITION COMPANY, a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee, among others, are parties to that certain Asset Purchase Agreement, dated as of December 23, 2004 (the "Purchase Agreement"), pursuant to which Assignor agreed to sell to Assignee certain trademarks, service marks, domain names, and applications and registrations therefore, and the goodwill associated therewith, including the trademarks and domain names set forth on Schedule A hereto ("Trademarks"); and

WHEREAS, in accordance with the Purchase Agreement, Assignor and Assignee entered into that certain Bill of Sale, Assignment and Assumption (the "Assumption"), dated as of February 3, 2005, pursuant to which Assignor sold, transferred, conveyed and assigned the Trademarks to Assignee; and

WHEREAS, Assignor and Assignee now desire to carry out the intent and purpose of the Purchase Agreement and Assumption by the execution and delivery of this Trademark Assignment evidencing the assignment, sale and transfer to Assignee of the Trademarks for purposes of recordation in the appropriate trademark offices.

NOW, THEREFORE, in accordance with the Purchase Agreement and Assumption, and for good and valuable consideration, including the provisions and covenants herein and therein, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby acknowledges that it has sold, transferred, conveyed and assigned to Assignee the Trademarks, including without limitation the goodwill of the business appurtenant thereto and which is symbolized thereby, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had the assignment and sale not been made, together with all claims for damage by reason of past or future infringement of said Trademarks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

2. This Trademark Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the choice of law provisions thereof.

3. In the event that any provision of this Trademark Assignment shall be construed to conflict with a provision of the Purchase Agreement, the provision in the Purchase Agreement shall be deemed controlling.

4. This Trademark Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all registrations and applications for the Trademarks to Assignee as assignee of Assignor's right, title and interest therein or otherwise as Assignee may direct, in accordance with this Trademark Assignment.

6. Assignor hereby agrees, at Assignee's expense for all out-of-pocket expenditures, to execute such other documents and take such other actions as may be reasonably requested by Assignee to evidence more fully the transfer of ownership of the Trademarks to Assignee.

7. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Purchase Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment to be executed by their proper officers thereunto duly authorized, as of the date first written above.

CAMP SYSTEMS INTERNATIONAL, LLC, as Assignor

By: Ken Gray  
Name: Ken Gray  
Title: CEO

CAMP ACQUISITION COMPANY, as Assignee

By: Ken Gray  
Name: Ken Gray  
Title: CEO

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

On this 29<sup>th</sup> day of April, 2005, before me personally appeared Ken Gray, to me personally known, who, being duly sworn, did say that s/he is the CEO of CAMP SYSTEMS INTERNATIONAL, LLC and that s/he duly executed the foregoing instrument and that said corporation acknowledged said instrument to be the free act and deed of said limited liability company.

Denise M. O'Donnell  
Notary Public

DENISE M. O'DONNELL  
Notary Public, State of New York  
No. 5004870  
Qualified in Suffolk County  
Term Expires November 23, 2006

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

On this 29<sup>th</sup> day of April, 2005, before me personally appeared Ken Gray, to me personally known, who, being duly sworn, did say that s/he is the CEO of CAMP ACQUISITION COMPANY and that s/he duly executed the foregoing instrument and that said corporation acknowledged said instrument to be the free act and deed of said corporation.

Denise M. O'Donnell  
Notary Public

DENISE M. O'DONNELL  
Notary Public, State of New York  
No. 5004870  
Qualified in Suffolk County  
Term Expires November 23, 2006

**SCHEDULE A****TRADEMARK REGISTRATIONS**

<b><u>Grantor</u></b>	<b><u>Mark</u></b>	<b><u>Registration or Serial No.</u></b>	<b><u>Registration or Filing Date</u></b>
Camp Systems International, LLC	CAMP (United States)	2144786	March 17, 1998
Camp Systems International, LLC	AVISOURCE	2774396	October 21, 2003
Camp Systems International, LLC	AVISOURCE (Israel)	702722	June 20, 2001
Camp Systems International, LLC	AVISOURCE (Mexico)	145996	January 2, 2002

**DOMAIN NAMES**

<b><u>Grantor</u></b>	<b><u>Domain Name</u></b>
Camp Systems International, LLC	aeromls.com aeropartsmls.com aircraftmls.com avcomps.com avdesk.com aviationbid.com aviationbuy.com aviationdesktop.com aviationmls.com aviationsell.com campavisource.com camp-avisource.com camp-direct.com campmls.com campparts.com camppartsmls.com campsys.com campsystems.com camp-systems.com campxchange.com flightdepartmentadvisor.com flightdeptadvisor.com jettrak.com mycampfleet.com

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