

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medjet International, Inc.		09/07/2005	CORPORATION: ALABAMA
RECEIVING PARTY DATA			
Name:	MedJet Assistance, LLC		
Street Address:	4900 69th Street North		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35206		
Entity Type:	Limited liability company: ALABAMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2616782	MEDJET	
CORRESPONDENCE DATA			
Fax Number:	(205)930-5101		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	205.930.5141		
Email:	tmclain@sirote.com		
Correspondent Name:	C. Brandon Browning, Esq.		
Address Line 1:	2311 Highland Avenue South		
Address Line 4:	Birmingham, ALABAMA 35205		
NAME OF SUBMITTER:	C. Brandon Browning, Esq.		
Signature:	/cbb/		
Date:	09/20/2005		

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Total Attachments: 3
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TRADEMARK ASSIGNMENT AND RELEASE AGREEMENT

THIS TRADEMARK ASSIGNMENT AND RELEASE AGREEMENT ("this Agreement") is entered into this 7th day of September, 2005, by and between **MEDJET ASSISTANCE, LLC**, an Alabama limited liability company ("Assignee") and **MEDJET INTERNATIONAL, INC.**, an Alabama corporation ("Assignor").

WHEREAS, Assignor owns U.S. service mark registration no. 2,616,782 ("the Registration") for the mark **MEDJET** (stylized) for medical transportation services, namely, emergency transportation and ambulance transportation in the form of an air ambulance, and Assignor is the current and sole owner of the Registration;

WHEREAS, Assignee has filed in the U.S. Patent & Trademark Office a petition to cancel the Registration, which was subsequently assigned Cancellation No. 92044389 ("the Cancellation"), on grounds that the Registration was obtained fraudulently and was abandoned by Assignor;

WHEREAS, Assignor denies the allegations raised in the Cancellation;

WHEREAS, Assignee is willing to dismiss the Cancellation in exchange for an assignment from Assignor of all of Assignor's rights in the Registration and in the **MEDJET** mark, and Assignor is willing to assign same to Assignee;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties have agreed and do hereby agree as follows:

1. **Assignment of Interest in the Registration and the MEDJET mark.** Assignor hereby transfers, sells, conveys and assigns to Assignee all right, title and interest worldwide in and to the Registration and in and to the **MEDJET** mark, together with the goodwill associated with and symbolized by such Registration and mark and all intellectual property rights associated therewith, including, without limitation, all trade names, copyrights, common law rights and other intellectual property rights whatsoever or any interest therein (whether or not registrable under copyright, trademark or similar statutes or subject to analogous protection)(collectively, "the Transferred Assets"), together with all claims for damages by reason of past infringement of said Registration and **MEDJET** mark, with the right to sue for and collect the same for Assignee's own use and for the use of its successors, assigns and other legal representatives.
2. **Representations and Warranties of Assignor.**
 - (a) Assignor owns the Transferred Assets free and clear of any liens, security interests, obligations, claims, interests, options, encumbrances, or indebtedness of any kind, and hereby transfers, sells, conveys and assigns the Transferred Assets to Assignee free and clear of any and all liens, security interests, obligations, claims, interests, options, encumbrances, and indebtedness of any kind.
 - (b) Assignor has not assigned or licensed any rights whatsoever in the Transferred Assets, including but limited to the right to display, distribute, reproduce or otherwise use the name "Medjet," to any entity, other than Assignee, and is not aware of any other entity having rights in the **MEDJET** mark, whether implied or express, deriving from the Registration or Assignor's use of the **MEDJET** mark.

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- (c) Assignor has the right, power and authority to enter into this Agreement and to consummate the transactions contemplated by, and otherwise to comply with and perform its obligations under, this Agreement. The execution and delivery by Assignor of this Agreement and the consummation by Assignor of the transactions contemplated by, and other compliance with and performance of its obligations under, this Agreement have been duly authorized by all necessary corporate action. This Agreement constitutes the valid and binding agreement of Assignor that is enforceable against Assignor in accordance with its terms.

3. Assignor's Undertakings.

- (a) Assignor shall execute, acknowledge and deliver to Assignee any and all other assignments, consents, approvals, conveyances, assurances, documents and instruments reasonably requested by Assignee at any time and shall take any and all other actions reasonably requested by Assignee at any time for the purpose of more effectively assigning, transferring, granting, conveying and confirming to Assignee, the Transferred Assets.
- (b) Assignor shall refrain from any further attempts to register any names, trademarks or service marks comprised of or containing the term "MEDJET" or variations thereof, whether alone or in combination with other words or designs, on any federal, state, or foreign trademark registry or Internet domain name registry.
- (c) Assignor shall refrain from any further use of any names, trademarks or service marks comprised of or containing the term "MEDJET" or variations thereof, whether alone or in combination with other words or designs.
- (d) Assignor shall neither, directly or indirectly, oppose, seek to cancel, or otherwise interfere with Assignee's use of the Registration or the MEDJET mark.

4. Assignee's Undertakings.

- (a) Within 10 days of the execution of this Agreement by both parties, Assignee will file a stipulated motion to withdraw the Cancellation.
- (b) Within 10 days of the execution of this Agreement by both parties, Assignee will caused to be delivered to Assignor's attorney, Lee R. Benton of Benton & Centeno, LLP, 2019 Third Avenue North, Birmingham, AL 35203, a payment in the amount specified herein at paragraph 5.

5. Consideration. The payment of and consideration for the assignment of the Transferred Assets by Assignee and for the representations, promises and covenants contained herein is One Thousand Dollars (\$1000.00).

6. No Assumption of Liabilities. Assignee does not assume or agree to pay, perform or discharge, and shall not be responsible for, any liabilities or obligations with respect to the Transferred Assets.

7. Miscellaneous Provisions.

- (a) **Governing Law.** This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed under and in accordance with the laws of the State of Alabama, excluding the choice of law rules thereof. The parties to this Agreement irrevocably agree that the exclusive venue for any action relating to or involving this Agreement or right or obligation under this Agreement shall be in the circuit courts of Jefferson County, Alabama.
- (b) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- (c) **Severability.** In the event that any provision of this Agreement or the application of any provision of this Agreement is held by a tribunal of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect and this Agreement shall be interpreted as if such invalid provisions were omitted.
- (d) **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of, and be binding upon, Assignee and Assignor and their respective successors, assigns and legal representatives.
- (e) **Each Party to Bear Costs.** Each of the parties to this Agreement shall pay all of the costs and expenses incurred by such party in connection with the Cancellation and the transaction contemplated by this Agreement.
- (f) **Attorney Fees.** If any party hereto is alleged to have breached any provision of this Agreement, the prevailing party shall be entitled to payment of its costs and reasonable attorneys' fees incurred in enforcing this Agreement.
- (g) **Power and Authority.** Assignor has the power to execute, deliver and perform this Agreement and all agreements and other documents executed and delivered by it pursuant to this Agreement, and has taken all action required by law or otherwise to authorize the execution, delivery and performance of this Agreement and such related documents.

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed, under seal, on the day and year first indicated above by their duly authorized representatives set forth below.

ASSIGNEE:

MEDJET ASSISTANCE LLC ASSISTANCE LLC

By: Ray Berger
 Name: Ray BERGER
 Title: President

ASSIGNOR: (M)

MEDJET INTERNATIONAL, INC.

By: Jeffrey T. Tolbert
 Name: Jeffrey T. Tolbert
 Title: President & CEO