

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chester County Aviation Holdings, Inc.		11/23/2003	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Chester County Aviation Services, LLC		
Street Address:	1235 Westlakes Drive, Suite 160		
City:	Berwyn		
State/Country:	PENNSYLVANIA		
Postal Code:	19312		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2968132	JETDIRECT	
CORRESPONDENCE DATA			
Fax Number:	(267)200-0731		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6106407843		
Email:	atkinst@pepperlaw.com		
Correspondent Name:	Timothy C. Atkins		
Address Line 1:	Pepper Hamilton LLP		
Address Line 2:	400 Berwyn Park, 899 Cassatt Road		
Address Line 4:	Berwyn, PENNSYLVANIA 19312		
ATTORNEY DOCKET NUMBER:	130496.2		
NAME OF SUBMITTER:	Timothy C. Atkins		
Signature:	/Timothy C. Atkins/		

OP \$40.00 2968132

Date:

01/10/2006

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") is made this 23 day of November 2005 by CHESTER COUNTY AVIATION HOLDINGS, INC., a Delaware corporation (the "*Assignor*"), in favor of CHESTER COUNTY AVIATION SERVICES, LLC, a Delaware limited liability company ("*Assignee*").

WHEREAS, Assignor owns the entire right, title and interest in and to certain United States trademarks, along with registrations for such trademarks more particularly identified on Schedule A attached hereto and incorporated by reference herein (the "*Trademarks*") and the goodwill of the business associated therewith and all causes of action relating thereto;

WHEREAS, pursuant to an Asset Purchase Agreement among Gregory S. Campbell and Brian G. Campbell (collectively, "*Transferors*"), Assignee and Assignor dated as of November 25, 2005 (the "*Purchase Agreement*"), Assignor is required to assign to Assignee all of Assignor's right, title and interest in and to the Trademarks; and

WHEREAS, Assignor is executing and delivering this Assignment in connection with and in order to satisfy a condition to the consummation of the transactions contemplated by the Purchase Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. Certain Defined Terms. Unless otherwise defined in this Assignment, capitalized terms used in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement.
2. Assignment. Assignor does hereby assign, transfer and deliver to Assignee, and Assignee hereby receives and accepts from Assignor, all of Assignor's right, title and interest in and to the Trademarks and all rights associated therewith including, without limitation, the right to sue for past, present and future infringement thereof, together with the goodwill associated with the Trademarks and the business in connection with which the Trademarks have been used.
3. Nonimpairment of Purchase Agreement. Neither the making nor the acceptance of this Assignment shall modify or alter the terms of the Purchase Agreement or constitute a waiver or release by Assignor, Transferors or Assignee of any rights, liabilities, duties or obligations enjoyed by or imposed upon any of them under the Purchase Agreement including, without limitation, the representations and warranties thereof.
4. Registration. Assignor hereby authorizes and requests the Commissioner of the United States Patents and Trademarks Office and the empowered officials of all other governments, and the diverse registrars, commissioners and other official authorities charged with the registration and issuance of trademarks in the various jurisdictions affected to record Assignee as the owner of the Trademarks and to issue to Assignee, in lieu of Assignor, in

accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Trademarks.

5. Binding Effect and Governing Law. This Assignment is binding on Assignor and its successors and assigns, and will inure to the benefit of Assignee and its successors and assigns, and shall be construed and enforced in accordance with the laws of the State of Delaware without regard to the conflict or choice of law rules of Delaware or any other jurisdiction.

6. Counterparts; Amendment. This Assignment may be executed in two or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. This Assignment cannot be amended without a writing signed by each of Assignor and Assignee.

[Signature Page Follows]

SCHEDULE A

Trademark	Registration Number	Jurisdiction
JetDirect Aviation	2968132	7/12/05