

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

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):**

Corporate Wings, LLC

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

Other Limited Liability Company

Citizenship (see guidelines) Indiana

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance (Execution Date(s) :**

Execution Date(s) 1/27/06

- Assignment
- Security Agreement
- Merger
- Change of Name

Other Corrected Assignment to correct the state of incorporation of the Assignor.

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Mercury Air Centers, Inc.

Internal Address: c/o Allied Capital Corporation

Street Address: 1919 Pennsylvania Ave., N.W.

City: Washington

State: District of Columbia

Country: USA Zip: 20006-3434

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)

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

A. Trademark Application No.(s)

Serial Number: 78562944

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

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

Word Mark: Corporate Wings

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

Name: Frantz Ward LLP, Jennifer L. Cuthbertson, Esq.

Internal Address: 2500 Key Center

Street Address: 127 Public Sq.

City: Cleveland

State: Ohio Zip: 44114

Phone Number: 2165151660

Fax Number: 2165151650

Email Address: j.cuthbertson@frantzward.com

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

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00**

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

**8. Payment Information:**

a. Credit Card Last 4 Numbers 9833  
Expiration Date 11/07

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:**

Jennifer L. Cuthbertson, Esq.  
Signature  
Name of Person Signing

3/27/06  
Date

Total number of pages including cover sheet, attachments, and document: 18

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 003278 FRAME: 0937

700253702

OP \$40.00 78562944

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
Stylesheet Version v1.1

02/01/2006  
900041172

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Corporate Wings, LLC		01/25/2006	LIMITED LIABILITY COMPANY: OHIO INDIANA

C. 2/2/06

RECEIVING PARTY DATA

Name:	Mercury Air Centers, Inc.
Street Address:	1919 Pennsylvania Avenue, N.W.
Internal Address:	c/o Allied Capital Corporation
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20006-3434
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78562944	CORPORATE WINGS

CORRESPONDENCE DATA

Fax Number: (216)515-1650  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2165151660  
 Email: jcuthbertson@frantzward.com  
 Correspondent Name: Frantz Ward LLP, Jennifer Cuthbertson  
 Address Line 1: 127 Public Square  
 Address Line 2: 2500 Key Center  
 Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER:	/Jennifer L. Cuthbertson, Esq./
Signature:	/Jennifer L. Cuthbertson, Esq./
Date:	02/01/2006

OP \$40.00 78562944

Total Attachments: 5

- source=Assignment of Trade Name, Trade Mark and Service Mark.Final#page1.tif
- source=Assignment of Trade Name, Trade Mark and Service Mark.Final#page2.tif
- source=Assignment of Trade Name, Trade Mark and Service Mark.Final#page3.tif
- source=Assignment of Trade Name, Trade Mark and Service Mark.Final#page4.tif
- source=Assignment of Trade Name, Trade Mark and Service Mark.Final#page5.tif

*change in  
PCT paragraph  
to correct assignor's  
state of incorporation*  
J.C.  
2/2/06

## ASSIGNMENT OF TRADE NAMES, TRADEMARKS AND SERVICE MARKS

This Assignment of Trade Names, Trademarks and Service Marks (this "Agreement") is made as of the 21<sup>st</sup> day of January, 2006 between Corporate Wings, LLC, an ~~Ohio~~ <sup>Indiana</sup> limited liability company ("Assignor") and Mercury Air Centers, Inc., a Delaware corporation ("Assignee"). *J.C. 2/2/06*

WHEREAS, Corporate Wings – CGF, LLC, an Ohio limited liability company and an affiliate of Assignee ("CGF") and Corporate Wings – Cleveland, LLC, an Ohio limited liability company and an affiliate of Assignor ("Cleveland"), entered into an Asset Purchase Agreement dated the date hereof (the "Purchase Agreement") (unless otherwise specified, all capitalized terms used herein that are not otherwise defined shall have the meanings set forth in the Purchase Agreement);

WHEREAS, Assignor has adopted and is the owner of the trade names, trademarks and service marks set forth on Exhibit A and the associated logos, applications and registrations set forth on Exhibit A, all as used by Assignor and its affiliates prior to the date hereof in connection with the operation of the FBO Business (collectively, the "Marks");

WHEREAS, pursuant to Section 5.3(m) of the Purchase Agreement, Cleveland agreed to cause Assignor to sell, assign and transfer to Assignee, all of Assignor's right, title and interest in and to the Marks and the goodwill associated therewith.

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, sells and transfers to Assignee, its successors and assigns, all of its right, title, and interest in and to the Marks, including: (a) any registrations of and applications for registration of the Marks; (b) the goodwill of the FBO Business symbolized by and associated with the Marks and any registrations thereof; and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with any past infringement or dilution of or damage or injury to the Marks or any registrations thereof or such associated goodwill.
2. Further Assurances. Assignor agrees to execute any further documents and to do such other acts as may be reasonably necessary and proper to vest full title in and to the Marks to Assignee.
3. Arbitration. Except for controversies or claims arising out of or relating to this Agreement or breach hereof for which a party desires immediate injunctive relief or specific performance, the parties agree that any controversy or claim arising out of or relating to this Agreement or breach hereof shall be settled by arbitration in accordance with the National Rules of the American Arbitration Association (the "AAA"). Any arbitration shall be conducted in the District of Columbia. Each of Assignor and Assignee shall appoint an arbitrator who has expertise in the interpretation of commercial contracts and those two arbitrators shall select a third neutral arbitrator from the AAA's commercial panel who also shall have expertise in the interpretation of commercial contracts. In reaching their decision, the arbitrators shall have no

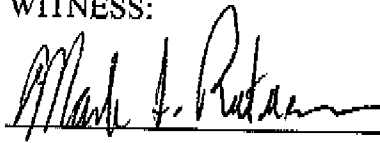
authority to change or modify any provision of this Agreement. Such arbitrators shall act as the administrators and exclusive arbitrators with respect to any controversy or claim arising out of or relating to this Agreement or breach hereof, except for controversies or claims arising out of or relating to this Agreement or breach hereof for which a party desires immediate injunctive relief or specific performance. Until final resolution of the matter submitted to arbitration, each party shall be responsible for its costs and the costs of its selected arbitrator, and the costs of the AAA and the third arbitrator shall be split equally by Assignor and Assignee. The decision of the arbitrators as to the validity of any claim and the amount of damages in respect to such claim shall be binding and conclusive upon the parties and may be entered in any court having jurisdiction thereover. The prevailing party in any matter submitted to arbitration shall be entitled to reimbursement from the non-prevailing party of all of its costs and expenses including reasonable attorneys' fees.

4. General Provisions. If and to the extent there is any conflict between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement shall control. If one or more of the provisions set forth herein is held invalid or unenforceable, the balance of this Agreement shall remain in full force and effect and each invalid or unenforceable provision shall be deemed to be replaced with an enforceable provision that retains, to the maximum extent possible, the scope, intent and economic benefits of the original provision. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without reference to its choice of law rules.


*[Signatures appear on next page]*

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the date first written above.

WITNESS:



MERCURY AIR CENTERS, INC.

By:   
Daniel L. Russell, Director

CORPORATE WINGS, LLC

\_\_\_\_\_

By: \_\_\_\_\_  
Kenneth C. Ricci, Manager

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WITNESS:

MERCURY AIR CENTERS, INC.

\_\_\_\_\_

By:

\_\_\_\_\_  
Daniel L. Russell, Director

\_\_\_\_\_

CORPORATE WINGS, LLC

By:

\_\_\_\_\_  
Kenneth C. Ricci, Manager

EXHIBIT A

Service Mark:

Corporate Wings

Application for registration of service mark pending, Serial Number 78562944.

Logo:



Domain Name:

corporatewings.com

Trade Name:

Constant Aviation



## ASSIGNMENT OF TRADE NAMES, TRADEMARKS AND SERVICE MARKS

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WHEREAS, Corporate Wings - CGF, LLC, an Ohio limited liability company and an affiliate of Assignee ("CGF") and Corporate Wings - Cleveland, LLC, an Ohio limited liability company and an affiliate of Assignor ("Cleveland"), entered into an Asset Purchase Agreement dated the date hereof (the "Purchase Agreement") (unless otherwise specified, all capitalized terms used herein that are not otherwise defined shall have the meanings set forth in the Purchase Agreement);

WHEREAS, Assignor has adopted and is the owner of the trade names, trademarks and service marks set forth on Exhibit A and the associated logos, applications and registrations set forth on Exhibit A, all as used by Assignor and its affiliates prior to the date hereof in connection with the operation of the FBO Business (collectively, the "Marks");

WHEREAS, pursuant to Section 5.3(m) of the Purchase Agreement, Cleveland agreed to cause Assignor to sell, assign and transfer to Assignee, all of Assignor's right, title and interest in and to the Marks and the goodwill associated therewith.

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, sells and transfers to Assignee, its successors and assigns, all of its right, title, and interest in and to the Marks, including: (a) any registrations of and applications for registration of the Marks; (b) the goodwill of the FBO Business symbolized by and associated with the Marks and any registrations thereof; and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with any past infringement or dilution of or damage or injury to the Marks or any registrations thereof or such associated goodwill.
2. Further Assurances. Assignor agrees to execute any further documents and to do such other acts as may be reasonably necessary and proper to vest full title in and to the Marks to Assignee.
3. Arbitration. Except for controversies or claims arising out of or relating to this Agreement or breach hereof for which a party desires immediate injunctive relief or specific performance, the parties agree that any controversy or claim arising out of or relating to this Agreement or breach hereof shall be settled by arbitration in accordance with the National Rules of the American Arbitration Association (the "AAA"). Any arbitration shall be conducted in the District of Columbia. Each of Assignor and Assignee shall appoint an arbitrator who has expertise in the interpretation of commercial contracts and those two arbitrators shall select a third neutral arbitrator from the AAA's commercial panel who also shall have expertise in the interpretation of commercial contracts. In reaching their decision, the arbitrators shall have no

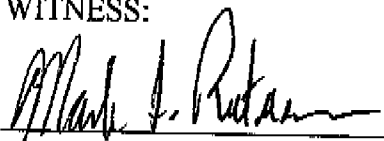
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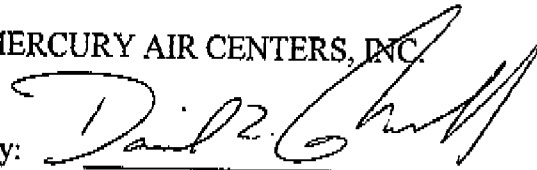
*[Signatures appear on next page]*

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WITNESS:



MERCURY AIR CENTERS, INC.

By:   
Daniel L. Russell, Director

CORPORATE WINGS, LLC

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By: \_\_\_\_\_  
Kenneth C. Ricci, Manager

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Daniel L. Russell, Director

  
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By:


  
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Kenneth C. Ricci, Manager

EXHIBIT A

Service Mark:

Corporate Wings

Application for registration of service mark pending, Serial Number 78562944.

Logo:



Domain Name:

corporatewings.com

Trade Name:

Constant Aviation