

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
Chester County Aviation Services, LLC		11/30/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JetDirect Aviation, LLC		
Street Address:	1235 Westlakes Drive		
Internal Address:	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:	(215)981-4750		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	serritellaj@pepperlaw.com		
Correspondent Name:	Pepper Hamilton, LLP		
Address Line 1:	3000 Two Logan Square		
Address Line 2:	Eighteenth and Arch Streets		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	130596.1		
NAME OF SUBMITTER:	Joseph Serritella		
Signature:	/js/		

OP \$40.00 2968132

Date:

12/21/2006

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

Date: November 20, 2006

Parties:

1. **Chester County Aviation Services, LLC**, a limited liability company formed under the laws of Delaware whose office address is at 1235 Westlakes Drive, Suite 160, Berwyn, Pennsylvania 19312 ("**Assignor**"); and
2. **JetDirect Aviation, LLC**, a limited liability company formed under under the laws of Delaware whose office address is 1235 Westlakes Drive, Suite 160, Berwyn, Pennsylvania 19312 ("**Assignee**").

Recitals

- A. Assignor is the owner and registered proprietor of the Trademark (as defined below).
- B. Assignor has agreed to assign and Assignee has agreed to accept the assignment of the Trademark, including the goodwill of the business symbolized by the Trademark, on the terms and conditions of this Agreement.

Operative Provisions

1. INTERPRETATION

1.1 In this Agreement:

"**Trademark**" means the trademark set out in Schedule 1, including the mark and the registration therefore, together with the goodwill of the business symbolized by the Trademark.

1.2 In this Agreement, unless the context otherwise requires:

1.2.1 the headings are inserted for convenience only and do not affect the construction of the Agreement; and

1.2.2 any reference to an enactment or statutory provision is a reference to it as it may have been, or may from time to time be amended, modified, consolidated or re-enacted.

2. ASSIGNMENT

- 1.1 In consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Assignor assigns to Assignee all right, title and interest in the Trademark, including the goodwill of the business symbolized by the Trademark.

3. WAIVERS

- 3.1 Failure by either party on one or more occasions to avail itself of a right conferred by this Agreement shall not be construed as a waiver of such party's right to enforce such right or any other right.

4. FURTHER ASSURANCE

- 4.1 Each of the parties shall do, execute and perform and shall procure to be done executed and performed all such further acts, deeds, documents and things as the other party may reasonably require from time to time to give full effect to the terms of this Agreement.

5. FORCE MAJEURE

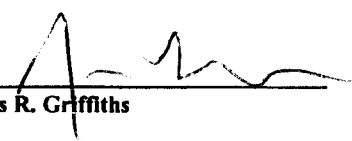
- 5.1 Neither party shall be liable for failure or delay in exercising in performing any of its obligations under or pursuant to this Agreement if such failure or delay is due to any cause whatsoever outside its reasonable control and it shall be entitled to a reasonable extension of the time for performing such obligations as a result of such cause.

6. GENERAL PROVISIONS

- 6.1 No variation to the terms of this Agreement shall be effective unless in writing and signed on behalf of each party by a director or other authorized person.
- 6.2 If any term or provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, the other provisions of this Agreement and the remainder of the affected provision shall continue to be valid.
- 6.3 This Agreement contains the entire agreement and understanding between the parties and supersedes all previous agreements and understandings between the parties with respect to the subject matter of this Agreement. Each party acknowledges that, in entering into this Agreement, it does not do so on the basis of and does not rely on any representation or warranty (whether made orally or in writing) except as expressly provided in this Agreement.
- 6.4 This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- 6.5 This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which is an original but all of which together constitute one and the same instrument.
- 6.6 This Agreement and the obligations of the parties shall be governed by and construed in accordance with the laws the Commonwealth of Pennsylvania, without regard to its conflict of law provisions.

In Witness Whereof, this Agreement has been signed by the authorized representatives of the parties on the day and year first written above.

SIGNED for and on behalf of)
Chester County Aviation Services, LLC)


James R. Griffiths

COMMONWEALTH OF PENNSYLVANIA)
: ss:-)
COUNTY OF)

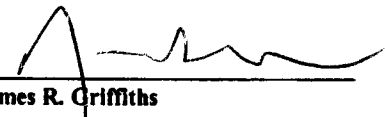
Subscribed and sworn to before me this 30th day of November, 2006.

Dawn K. Hall
(Signature of Notary Public)

My commission expires:

NOTARIAL SEAL
Dawn L. Hall, Notary Public
Tredyffrin Twp., Chester County
My commission expires January 20, 2010

SIGNED for and on behalf of)
JetDirect Aviation, LLC)


James R. Griffiths

COMMONWEALTH OF PENNSYLVANIA)
: ss:-)
COUNTY OF CHESTER)

Subscribed and sworn to before me this 30th day of November, 2006.

Dawn K. Hall
(Signature of Notary Public)

My commission expires:

NOTARIAL SEAL
Dawn L. Hall, Notary Public
Tredyffrin Twp., Chester County
My commission expires January 20, 2010

**SCHEDULE 1
TRADEMARK**

Trademark	Registration Number	Jurisdiction
JetDirect Aviation	2968132	United States