

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 |
| Winner International Royalty LLC | | 11/14/2007 | LIMITED LIABILITY COMPANY: |
| RECEIVING PARTY DATA | | | |
| Name: | Winner Aviation Corporation | | |
| Street Address: | 32 W. State St. | | |
| Internal Address: | Attn. Jack V. Campbell | | |
| City: | Sharon | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 16146 | | |
| Entity Type: | CORPORATION: | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2179556 | W WINNER AVIATION | |
| Registration Number: | 2179557 | W WINNER AVIATION | |
| Registration Number: | 2137136 | W | |
| Registration Number: | 2140591 | W | |
| Registration Number: | 2138740 | WINNER AVIATION | |
| Registration Number: | 2138733 | WINNER AVIATION | |
| Registration Number: | 2697994 | PROP CLUB | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (724)983-2005 | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | |
| Phone: | 724.983.4081 | | |
| Email: | jack@winner-intl.com | | |
| Correspondent Name: | Jack V. Campbell | | |

OP \$190.00 2179556

900091900

TRADEMARK
 REEL: 003663 FRAME: 0004

Address Line 1: 32 W. State St.
Address Line 4: Sharon, PENNSYLVANIA 16146

NAME OF SUBMITTER:

Jack V. Campbell

Signature:

/Jack V. Campbell/

Date:

11/14/2007

Total Attachments: 3

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TRADEMARK ASSIGNMENT

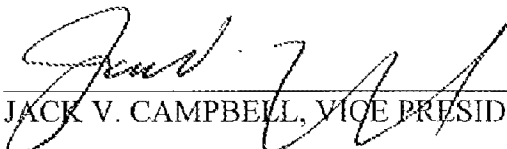
WHEREAS, **ASSIGNOR:** WINNER INTERNATIONAL ROYALTY LLC, of 32 West State Street, Sharon, Pennsylvania is the current owner of a United States Trademarks, more particularly set out on Exhibit A attached hereto and make part hereof, hereinafter referred to as said trademarks;

AND, WHEREAS, WINNER AVIATION CORPORATION , with offices at 32 W. State Street, Sharon, PA 16146, hereinafter, called ASSIGNEE, is desirous of acquiring the entire worldwide rights, title and interest in, to and under said trademarks and registration in the classes so designated;


NOW THEREFORE for the consideration of One Dollar and other valuable consideration (\$1.00 & o.v.c.), ASSIGNOR hereby transfers and assigns to the ASSIGNEE, its successors, assigns, nominees, or other legal representatives, the full, exclusive, entire, worldwide rights, goodwill, title and interest in, to and under said marks as described and claimed in said trademarks attached in Exhibit A, the same to be held and enjoyed by ASSIGNEE for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, nominees, or other legal representatives, to the end of the term or terms for which said trademark is or may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this Assignment had not been made; all of the entire rights, title and interest in and to said trademarks, and ASSIGNOR authorizes and requests the Commissioner of Trademarks of the United States, to issue the Trademark to ASSIGNEE, its successors, assigns, nominees or other legal representatives, as ASSIGNEE and the owner of said entire rights, and ASSIGNOR covenants that ASSIGNOR has full right to transfer the said entire interest herein assigned and that ASSIGNOR has not executed and will not execute any agreement in conflict herewith, and ASSIGNOR will communicate to ASSIGNEE, its successors, assigns, nominees or other legal representatives all facts known to ASSIGNOR respecting said mark, whenever requested. ASSIGNEE further covenants that in the event of default in the payment of the above-described Note or in the event of a material breach of the Settlement Agreement stated above, ASSIGNEE hereby agrees to assign this Trademark back to the ASSIGNOR. ASSIGNEE further grants the ASSIGNOR the full power to execute all necessary documents to accomplish this assignment in the event of default of either the Note or Agreement mentioned above. Upon fulfillment of the terms of the Note and Agreement, this power shall lapse.

IN WITNESS WHEREOF, this Assignment has been executed by the undersigned this 14th day of November, 2007 at Sharon, Pennsylvania.

ASSIGNOR: WINNER INTERNATIONAL
ROYALTY LLC


JACK V. CAMPBELL, VICE PRESIDENT

ASSIGNEE: WINNER AVIATION
CORPORATION

By 
JAMES E. WINNER JR., CHAIRMAN

TRADEMARKS

| CLIENT | DOCKET NO. | SERIAL NO. | FILE DATE | COUNTRY | REG. NO. | REG. DATE | 5-6 yr | 10 yr | TRADEMARK |
|--------|------------|------------|-----------|---------|----------|------------|------------|------------|----------------------------|
| JWA | 1557 CL 37 | 75246065 | | U.S. | 2179556 | 08/04/1998 | 08/04/2003 | 08/04/2008 | W WINNER AVIATION & DESIGN |
| JWA | 1557 CL 39 | 75246066 | | U.S. | 2179557 | 08/04/1998 | 08/04/2003 | 08/04/2008 | W WINNER AVIATION & DESIGN |
| JWA | 1532 CL 37 | 75235425 | | U.S. | 2137136 | 02/17/1998 | 02/17/2003 | 02/17/2008 | W & DESIGN |
| JWA | 1532 CL 39 | 75235442 | | U.S. | 2140591 | 03/03/1998 | 03/03/2003 | 03/03/2008 | W & DESIGN |
| JWA | 1549 CL 37 | 75238276 | | U.S. | 2138740 | 02/24/1998 | 02/24/2003 | 02/24/2008 | WINNER AVIATION |
| JWA | 1549 CL 39 | 75237870 | | U.S. | 2138733 | 02/24/1998 | 02/24/2003 | 02/24/2008 | WINNER AVIATION |
| JWA | 1592 | 75248573 | | U.S. | 2697994 | 03/18/2003 | 03/18/2008 | 03/18/2013 | PROP CLUB |

PATENTS (ALREADY IN WINNER AVIATION CORP.)

| DOCKET NO. | SUBJECT | SERIAL NO. | FILED | PATENT NO. | ISSUED | 3 ½ yr | 7 ½ yr | 11 ½ yr |
|------------|--|------------|------------|------------|------------|------------|------------|------------|
| 1791 | ANTI THEFT DEVICE FOR AIRCRAFT "PROP CLUB" | 08/995529 | 12/22/97 | 5901586 | 05/11/99 | 05/11/2002 | 05/11/2006 | 05/11/2010 |
| 1792 | ANTI THEFT DEVICE FOR AIRCRAFT "STEERING WHEEL CLUB" | 09/133695 | 08/13/98 | 6116065 | 09/12/2000 | 09/12/2003 | 09/12/2007 | 09/12/2011 |
| 2076-1 | ANTI THEFT DEVICE FOR AIRCRAFT "U SHAPED STEERING WHEEL LOCK" continuation of 2076 | 09/659006 | 09/11/2000 | 6212920 | 04/10/2001 | 04/10/2004 | 04/10/2008 | 04/10/2012 |
| 2076 | ANTI THEFT DEVICE FOR AIRCRAFT | 09/327636 | 06/08/99 | 6178788 | 01/30/01 | 01/30/2004 | 01/30/2008 | 01/30/2012 |
| | | | | | | | | |