

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
Jeffrey A. Weinman, Chapter 7 Trustee for the bankruptcy estate of Adam Aircraft Industries, Inc.		04/15/2008	Trustee:

RECEIVING PARTY DATA

Name:	AAI Acquisition, Inc.
Street Address:	12876 East Adam Aircraft Circle
City:	Englewood
State/Country:	COLORADO
Postal Code:	80112
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	78690940	A1000
Serial Number:	77333490	A600
Registration Number:	2875346	A 500
Registration Number:	3114587	A 700
Registration Number:	2889741	ADAM AIRCRAFT
Registration Number:	2942513	A
Registration Number:	3331359	A700 ADAMJET

CORRESPONDENCE DATA

Fax Number: (949)567-6710
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 949-567-6700
 Email: ipprosecution@orrick.com
 Correspondent Name: Richard H. Wyron
 Address Line 1: 4 Park Plaza, Suite 1600

CH \$190.00 78690940

Address Line 2: IP Prosecution Department
Address Line 4: Irvine, CALIFORNIA 92614-2558

ATTORNEY DOCKET NUMBER:	16790.13
NAME OF SUBMITTER:	Angela Wendel
Signature:	/angela wendel/
Date:	04/15/2008

Total Attachments: 4
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ASSIGNMENT OF TRADEMARKS
AND OTHER INTELLECTUAL PROPERTY

WHEREAS, Jeffrey A. Weinman is the Chapter 7 Trustee (the "Trustee") for the bankruptcy estate of Adam Aircraft Industries, Inc. (the "Debtor"), in Case No. 08-11751 MER (the "Bankruptcy Case") pending in the United States Bankruptcy Court for the District of Colorado (the "Bankruptcy Court");

WHEREAS, Debtor was the owner of certain trademarks, service marks and other intellectual property and property rights (defined below as "Trademark and Other Intellectual Property Rights");

WHEREAS, pursuant to a Bankruptcy Court order dated April 9, 2008, entered in the Bankruptcy Case and included herewith as Exhibit B, the Trustee was authorized to sell substantially all of the assets of the Debtor's bankruptcy estate, including the Trademark and Other Intellectual Property Rights, to AAI Acquisition, Inc. (the "Assignee"); and

WHEREAS, the Assignee is desirous of acquiring said Trademark and Other Intellectual Property Rights from the Trustee and the Trustee is willing to assign such Trademark and Other Intellectual Property Rights to Assignee, as set forth herein.

NOW, THEREFORE, be it known that for certain good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Trustee does irrevocably sell, assign and transfer to Assignee, its successors, legal representatives and assigns, all right, title and interest of the Debtor's bankruptcy estate in and to the following (the "Trademark and Other Intellectual Property Rights"):

- a. all foreign and domestic trademarks and service marks, including without limitation those set forth on Exhibit A and incorporated herein by this reference, and all registrations of and applications to register such marks both in the United States and in other applicable countries;
- b. all domain names and related rights, including without limitation those set forth on Exhibit A;
- c. all copyrights;
- d. all trade names, trade secrets, licenses, confidential and proprietary business information, financial and marketing business data, pricing and cost information, business and marketing plans, customer and supplier lists, and all other intellectual property at any time owned or used by the Debtor whatsoever;

e. all goodwill and other intangible assets associated with the business of the Debtor, including the goodwill associated with the intellectual property referenced herein; and

e. all claims by reason of past, present or future infringement or other unauthorized use of the intellectual property referenced herein together with the right to sue for damages and to collect the same, and all right to pursue the same.

The Trustee agrees to cooperate with Assignee now and after the date hereof in the obtaining and sustaining of any and all such Trademark and Other Intellectual Property Rights and in confirming Assignee's ownership of the Trademark and Other Intellectual Property Rights, but at the expense of Assignee to the extent such action is not required to be taken by the Trustee pursuant to Section 13.3 of the Asset Purchase Agreement, dated as of April 4, 2008, between the Trustee and the Assignee (the "Asset Purchase Agreement").

The Trustee agrees to execute, acknowledge and deliver, on appropriate forms to satisfy any requirements as may be prescribed by the applicable agency or authority or, in the absence of any requirements, as may be appropriate under the circumstances, assignments of the Trademark and Other Intellectual Property Rights and all registrations and applications therefor. Upon Assignee's reasonable request, the Trustee agrees to take all other action as may be necessary, advisable and appropriate to implement, register, perfect or otherwise notify all appropriate governmental agencies and authorities of the assignments contained in this Assignment. The actions described in this paragraph shall be taken at Assignee's expense to the extent such actions are not required to be taken by the Trustee pursuant to Section 13.3 of the Asset Purchase Agreement.

If any provision of this Assignment is found invalid or unenforceable, in whole or in part, the remaining provisions and partially enforceable provisions will, nevertheless, be binding and enforceable. The provisions of this Assignment shall inure to the benefit of, and be binding upon, the successors, assigns, and administrators of the parties to this Assignment.

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IN WITNESS WHEREOF, the Trustee has executed this Assignment of Trademarks and other Intellectual Property as of April 15, 2008.

Trustee:



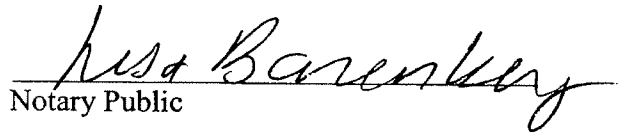
Jeffrey A. Weinman as Chapter 7 Trustee
of the Bankruptcy Estate of
Adam Aircraft Industries, Inc.,
Case No. 08-11751 MER

STATE OF COLORADO)
) ss:
COUNTY OF Denver

The foregoing instrument was acknowledged before me this 15th day of April, 2008, by Jeffrey A. Weinman as Chapter 7 Trustee of the Bankruptcy Estate of Adam Aircraft Industries, Inc.

Witness my hand and official seal.

My commission expires: 6/8/09



Notary Public

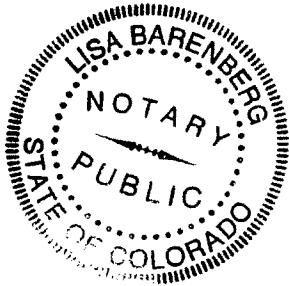


EXHIBIT A

UNITED STATES TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Adam Aircraft Industries	2,875,346	A 500
Adam Aircraft Industries	3,114,587	A 700
Adam Aircraft Industries	2,889,741	ADAM AIRCRAFT
Adam Aircraft Industries	2,942,513	DESIGN (STYLIZED A)
Adam Aircraft Industries	3,331,359	A 700 ADAMJET

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Adam Aircraft Industries	78/690,940	A 1000
Adam Aircraft Industries	77/333,490	A 600

OTHER TRADEMARKS:

Domain Name Registrations held by the Adam Aircraft Industries:

adamair.com
adamair.net
adamair.org
adamaircraft.com
adamaircraft.net
adamaircraft.org
adamcare.com