

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
XpediAir, Inc.		07/25/2008	CORPORATION: OKLAHOMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ClimaCool Corp.		
<b>Street Address:</b>	7300 SW 44th		
<b>Internal Address:</b>	Legal Department		
<b>City:</b>	Oklahoma City		
<b>State/Country:</b>	OKLAHOMA		
<b>Postal Code:</b>	73179		
<b>Entity Type:</b>	CORPORATION: OKLAHOMA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2564496	CLIMACOOOL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(405)236-1209		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	405-235-4546		
<b>Email:</b>	yquinnett@lsb-okc.com		
<b>Correspondent Name:</b>	Yvonne Quinnett		
<b>Address Line 1:</b>	16 South Pennsylvania Avenue		
<b>Address Line 4:</b>	Oklahoma City, OKLAHOMA 73107		
<b>NAME OF SUBMITTER:</b>	Yvonne M. Quinnett		
<b>Signature:</b>	/Yvonne M. Quinnett/		
<b>Date:</b>	07/29/2008		

Total Attachments: 2

**900112373**

**TRADEMARK  
 REEL: 003824 FRAME: 0141**

**OP \$40.00 2564496**

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## ASSIGNMENT OF TRADEMARK

ASSIGNMENT OF TRADEMARK made and entered into on the 25th day of July, 2008, by XpediAir, Inc., an Oklahoma corporation (“Assignor”), to ClimaCool Corp., an Oklahoma corporation (“Assignee”).

### RECITAL

Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's right, title and interest in, to and under Assignor's registered trademark, trademark entitled “**ClimaCool**”, U.S. Trademark Serial No. 76/077955, Registration No. 2,564,496 (the “Mark”).

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in, to and under the Mark, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of the Mark, whether arising prior to or subsequent to the date of this Assignment of Trademark, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Trademark not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademark shall be governed by and construed in accordance with the laws of the State of Oklahoma without giving effect to the principles of conflicts of laws thereof.

[REMAINDER OF PAGE INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Trademark on the date first above written.

XPEDIAIR, INC.



By: [Signature]  
Name: DAVID R GOSS  
Title: VP

STATE OF OKLAHOMA                     )  
   ) SS.:  
COUNTY OF OKLAHOMA                )

On this 25th day of July, 2008, before me, Yvonne M. Quinnett, personally appeared David R. Goss, Vice President of XpediAir, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



[Signature]  
Notary Public, Commission # 14971