

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
Aloha Airlines, Inc.		05/14/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Aeko Kula, Inc.		
Street Address:	1111 Fairview Avenue North		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98109		
Entity Type:	CORPORATION: HAWAII		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77396147	ALOHA AIR CARGO EXPRESS	
CORRESPONDENCE DATA			
Fax Number:	(703)720-7801		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703.720.7800		
Email:	ipgeneraltyc@ssd.com, cgunderson@ssd.com, akey@ssd.com		
Correspondent Name:	Alisa C. Key, Esq.		
Address Line 1:	8000 Towers Crescent Drive		
Address Line 2:	14th Floor		
Address Line 4:	Vienna, VIRGINIA 22182		
ATTORNEY DOCKET NUMBER:	010485.00031		
NAME OF SUBMITTER:	Alisa C. Key, Esq.		
Signature:	/Alisa C. Key/		
Date:	08/13/2008		

CH \$40.00 77396147

Total Attachments: 6

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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS is made this 14th day of May, 2008 by DANE SCOTT FIELD, as interim trustee in the cases of Aloha Airlines, Inc., No. 08-00337, Aloha Airgroup, Inc., No. 08-00338, and Airgroup Acquisition Corp, No. 08-00339 pending under Chapter 7 of the Bankruptcy Reform Act of 1978 as codified in Title 11 of the United States Code and administered in the United States Bankruptcy Court in the District of Hawaii ("Assignor"), and AEKO KULA, INC., a Hawaii corporation ("Assignee").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Assignor hereby sells, assigns, sets over, delivers, and transfers to Assignee all of Assignor's right, title and interest in and to the Intellectual Property described on Exhibit "A" attached hereto and made a part hereof (all of the foregoing being collectively referred to as the "Assigned Intellectual Property"); the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors and assigns or other legal representatives, at common law and/or to the end of the term or terms for which registration of the Assigned Intellectual Property may be granted or renewed, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

The Assigned Intellectual Property is being conveyed pursuant to that certain Asset Purchase Agreement dated May 14, 2008 between Assignor and Assignee (as amended, the "Purchase Agreement"), and the ORDER (A) CONFIRMING SALE OF DEBTORS' AIR CARGO ASSETS PURSUANT TO 11 U.S.C. § 363 FREE AND CLEAR OF LIENS, CLAIMS ENCUMBRANCES AND INTERESTS AND (B) APPROVING ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS UNDER 11 U.S.C. § 365 entered on May 13, 2008 in *In re: Aloha Airlines, Inc.*, Case No. 08-00337-BKC-LK, in the United States Bankruptcy Court for the District of Hawaii. Unless otherwise defined in this Assignment, all capitalized terms used herein shall have the meanings provided in the Purchase Agreement.

Assignor makes no representations or warranties, express or implied, with respect to the Assigned Intellectual Property, and hereby disclaims any warranty, express or implied, of merchantability or fitness for any particular purpose as to the Assigned Intellectual Property, and the Assigned Intellectual Property is assigned "AS IS, "WHERE IS" AND "WITH ALL FAULTS."

This Assignment excludes, and the rights of Assignee to the Assigned Intellectual Property are subject to, Seller's rights to license and sell other trade names of Assignor (including, without limitation, those containing the word "Aloha") and Intellectual Property with other operating divisions of Assignor. The Aloha Airlines "bird of paradise" logo in all of its versions (the "Logo") is an Excluded Asset and no ownership rights to the Logo are being assigned to Assignee. Assignee shall have no right or license to use the Logo for any purpose or to display the Logo on any object.

Assignor agrees to execute and deliver to Assignee any and all documents and to perform any and all acts necessary or appropriate to further effectuate the assignment described herein.

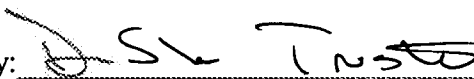
This Assignment may be delivered by facsimile or PDF with the same effect as delivery of an original.

This Assignment shall be governed by the laws of the State of Hawaii, exclusive of its choice of law principles.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment of Intellectual Property Rights as of the date and year first above written.

ASSIGNOR:

By: 
Name: Dane Scott Field
Title: Interim Trustee for Chapter 7 Bankruptcy
Estate of Aloha Airlines, Inc., Aloha Airgroup, Inc.
and Airgroup Acquisition Corp.

ASSIGNEE:

AEKO KULA, INC.,
a Hawaii corporation

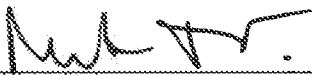
By: 
Name: MARK TABBUTT
Title: CHAIRMAN

EXHIBIT "A"

Domain Name:

www.alohaaircargo.com

Trade Names and Service Marks Owned By Aloha Airlines, Inc.:

United States Patent and Trade Mark Office

Name	Serial No.	Reg. No.	Description	Type
ALOHA AIR CARGO EXPRESS	77396147	Pending	design plus words (see Annex A)	Service Mark

State of Hawaii Department of Commerce and Consumer Affairs

Name	Cert. No.	Description	Registration Date
ALOHA AIR CARGO EXPRESS	4060093	Trade Name Master (foreign)	01/25/2008
Aloha Air Cargo Express (the word "Aloha" in a red script font above the words "Air Cargo Express" in a blue type font	4060368	Service Mark	02/01/2008
ALOHA CARGO	4061445	Trade Name Master (foreign)	03/19/2008
ALOHA AIR CARGO	4061479	Trade Name Master (foreign)	03/20/2008

For the avoidance of doubt, Buyer is not acquiring the Seller's bird of paradise logo, or the right to use the bird of paradise logo, one version of which is depicted in Annex B attached hereto, which shall remain the property of Seller.

Annex A



Annex B

