

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
SENTIENT JET, INC.		08/29/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	MGOP SFG HOLDINGS LLC
Street Address:	c/o THE CORPORATION TRUST COMPANY
Internal Address:	CORPORATION TRUST CENTER, 1209 ORANGE STREET
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2805846	SENTIENT
Registration Number:	3198224	SENTIENT JET MEMBERSHIP
Registration Number:	2863681	THE SMARTEST WAY TO FLY PRIVATELY
Registration Number:	2811864	OWN THE EXPERIENCE. NOT THE JET.
Serial Number:	78184719	WE INVENTED PRIVATE JET MEMBERSHIP. NOW WE'RE PERFECTING IT.
Serial Number:	78525244	ATLANTIC AVIATION FLIGHT SERVICES

CORRESPONDENCE DATA	
Fax Number:	(404)962-6828
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	4048853696
Email:	hunter.yancey@troutmansanders.com
Correspondent Name:	JAMES HUNT YANCEY, JR.
Address Line 1:	TROUTMAN SANDERS LLP
Address Line 2:	600 PEACHTHREE STREET, SUITE 5200

OP \$165.00 2805846

Address Line 4: ATLANTA, GEORGIA 30308

ATTORNEY DOCKET NUMBER: 042275.37 ASSIGNMENT

NAME OF SUBMITTER: JAMES HUNT YANCEY, JR.

Signature: /jameshuntyanceyjr53809/

Date: 09/15/2008

Total Attachments: 5
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TRADEMARK AND PATENT ASSIGNMENT AGREEMENT

This Trademark and Patent Assignment Agreement (the "*Assignment*") is dated as of August 29, 2008, by and between Sentient Jet, Inc., a Delaware corporation (the "*Assignor*"), and MGOP SFG Holdings LLC, a Delaware limited liability company ("*Assignee*"). Capitalized terms appearing in this Assignment, but not otherwise defined, shall have the meanings given to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignor, Sentient Jet Holdings, LLC, a Delaware limited liability company, AvBuy, LLC, a Delaware limited liability company, Private Jets, Inc., a Delaware corporation, PNFS, LLC, a Delaware limited liability company, JetDirect Aviation, Inc. (formerly known as Sentient Flight Group, Inc.), a Delaware corporation, and Assignee are parties to that certain Asset Purchase Agreement, dated as of August 12, 2008, as amended (the "*Purchase Agreement*"), pursuant to which, among other things, Assignor has agreed to sell, convey, transfer and assign to Assignee (i) the United States patent applications which are set forth on Schedule A attached hereto and incorporated herein by this reference, together with any corresponding patent applications filed by Assignor anywhere in the world which claim priority from the U.S. applications listed on Schedule A or from which the applications listed on Schedule A claim priority, and any patents, reissues, renewals, inventor's certificates, industrial design registrations or reexaminations issuing or resulting from any of the foregoing (collectively "*Patents*"); and (ii) the US trademark registrations listed in Schedule B attached hereto and incorporated herein by this reference, and any corresponding registrations or pending applications filed by Assignor anywhere in the world, and all common law or other rights arising from Assignor's use of any other word, phrase, symbol, logo, design, brand or similar identifier in commerce to identify Assignor's products or services (collectively "*Trademarks*"); and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Patents and Trademarks.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration by Assignee, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Transfer and Assignment. Assignor hereby transfers and assigns to Assignee all of its right, title and interest in and to the Patents and Trademarks, together with all of Assignor's right, title and interest in and to the goodwill of the business associated with and symbolized by such Patents and Trademarks, the application and registration therefore, and any rights of Assignor to sue, to recover for damages and profits, and to pursue other remedies for any past or future infringement of the Patents and Trademarks in the United States or any foreign jurisdiction.

2. Further Documentation and Actions. Assignor hereby agrees to execute and deliver to Assignee any further instruments of conveyance, transfer, assignment and other

documents, at Assignor's cost, that are reasonably requested by Assignee to vest in Assignee all right, title and interest in and to the registered Patents and Trademarks, to give full effect to this Assignment, and to enable such right, title and interest to be recorded in the United States Patent and Trademark Office and any other appropriate governmental authority or agency of the United States or any other country.

3. Successors and Assigns. This Assignment is binding on Assignor and its respective successors and assigns, and inures to the benefit of Assignee and its successors and assigns.

4. Governing Law. This Agreement, and the determination of any and all claims arising out of, relating to or in connection with this Agreement, shall in all respects and to the maximum extent permitted by applicable Law be governed by the Laws of the State of New York, including all matters of construction, enforcement, validity and performance (including sections 5-1401 and 5-1402 of the New York General Obligations Law but excluding all other choice of law and conflicts of law rules).

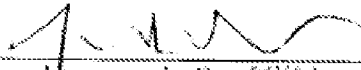
5. Submission to Jurisdiction; Selection of Forum.

EACH PARTY HERETO AGREES THAT IT SHALL BRING ANY AND ALL ACTIONS OR PROCEEDINGS IN RESPECT OF ANY CLAIM ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH, THIS AGREEMENT, THE TRANSACTIONS CONTAINED IN OR CONTEMPLATED BY THIS AGREEMENT, OR THE RELATIONSHIP BETWEEN THE PARTIES HERETO, WHETHER IN TORT OR CONTRACT OR AT LAW OR IN EQUITY, EXCLUSIVELY IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK OR ANY NEW YORK STATE COURT SITTING IN NEW YORK CITY (THE "**CHOSEN COURT**") AND (A) IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE CHOSEN COURT, (B) WAIVES ANY OBJECTION TO LAYING VENUE IN ANY SUCH ACTION OR PROCEEDING IN THE CHOSEN COURT, (C) WAIVES ANY OBJECTION THAT THE CHOSEN COURT IS AN INCONVENIENT FORUM OR DOES NOT HAVE JURISDICTION OVER ANY PARTY HERETO AND (D) AGREES THAT SERVICE OF PROCESS UPON SUCH PARTY IN ANY SUCH ACTION OR PROCEEDING SHALL BE EFFECTIVE IF NOTICE IS GIVEN IN ACCORDANCE WITH SECTION 13.6 OF THE PURCHASE AGREEMENT.

{SIGNATURE PAGE FOLLOWS}

IN WITNESS WHEREOF, intending to be legally bound hereby, Assignor has caused its duly authorized representative to execute this Assignment as of the date first above written.

SENTIENT JET, INC.

By: 
Name: James K. Sullivan
Title: VP

{SIGNATURE PAGE TO TRADEMARK AND PATENT ASSIGNMENT AGREEMENT}

SCHEDULE A

PATENTS

NONE.

SCHEDULE B

TRADEMARKS

1. Registered Trademarks:

Trademark	Registration or Application No.	Date of Filing	Jurisdiction
SENTIENT	2,805,846	Filed: 08/09/2002	United States
SENTIENT JET MEMBERSHIP logo	3,198,224	Filed: 07/20/2005	United States
THE SMARTEST WAY TO FLY PRIVATELY	2,863,681	Filed: 11/05/2002	United States
OWN THE EXPERIENCE. NOT THE JET.	2,811,864	Filed: 11/13/2002	United States
WE INVESTED PRIVATE JET MEMBERSHIP. NOW WE'RE PERFECTING IT.	78/184,719	Abandoned: 7/4/2006	United States
ATLANTIC AVIATION FLIGHT SERVICES	78/525244	12/01/2004	United States
BECAUSE EVERY TRIP MATTERS [SERVICE MARK]	N/A	N/A	N/A

2. Unregistered Trademarks:

NONE.