

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
TAG Aviation USA, Inc.		09/09/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JetDirect Aviation, Inc.		
Street Address:	111 Anza Boulevard		
Internal Address:	Suite 200		
City:	Burlingame		
State/Country:	CALIFORNIA		
Postal Code:	94010		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77114139	ONESHARE	
CORRESPONDENCE DATA			
Fax Number:	(707)524-1906		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(707) 524-1900		
Email:	dranit@smlaw.com		
Correspondent Name:	Warren L. Dranit		
Address Line 1:	P. O. Box 1867		
Address Line 4:	Santa Rosa, CALIFORNIA 95402		
ATTORNEY DOCKET NUMBER:	6445 - ONESHARE		
NAME OF SUBMITTER:	Warren L. Dranit		
Signature:	/wld/		
Date:	11/18/2008		

OP \$40.00 77114139

Total Attachments: 4

source=ONESHARE Trademark Assignment (executed)#page1.tif

source=ONESHARE Trademark Assignment (executed)#page2.tif

source=ONESHARE Trademark Assignment (executed)#page3.tif

source=ONESHARE Trademark Assignment (executed)#page4.tif

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "*Assignment*") is dated as of September 9, 2008, by and between TAG Aviation USA, Inc. a Delaware corporation (the "*Assignor*"), and JetDirect Aviation, Inc. (formerly known as Sentient Flight Group, Inc.), 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, WHEREAS, pursuant to that certain Asset Purchase Agreement dated January 22, 2008, as amended (the "*Purchase Agreement*") entered into by and among Assignor, Assignee, AMI Jet Charter, Inc., Sentient Jet Holdings, LLC and TAG Aviation Holdings, S.A., a Swiss corporation (the "*Purchase Agreement*"), pursuant to which, among other things, Assignor agreed to sell, convey, transfer and assign to Assignee the US trademark application listed in Schedule A attached hereto and incorporated herein by this reference (collectively "*Trademarks*"); and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the 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 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 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 Trademarks in the United States or any foreign jurisdiction.

2. **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.

3. **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, without giving effect to conflict of law principles thereof. Each of the parties to this Agreement hereby submits to the non-exclusive jurisdiction of the U.S. federal and New York state courts in the Borough of Manhattan, The City of New York in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. The parties hereby irrevocably and

unconditionally waive any objection to the laying of venue of any lawsuit, action or other proceeding in such courts, and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such lawsuit, action or other proceeding brought in any such court has been brought in an inconvenient forum.

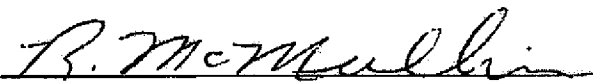
4. Disclaimer. Except as may be expressly set forth in the Purchase Agreement, the license is granted "AS IS," without any warranty of any kind.

5. Entire Agreement. This Agreement, the Purchase Agreement and the agreements delivered pursuant to its terms constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, representations, undertakings and understandings, both written and oral, between the parties with respect to the subject matter hereof.

6. Counterparts. This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement.

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.

TAG AVIATION USA, INC.

By: 
Name: Roger N. McMullin
Title: Chief Executive Officer

{SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT}

SCHEDULE A

TRADEMARKS

1. Registered Trademarks:

<u>Trademark</u>	<u>Registration or Application No.</u>	<u>Date of Filing</u>	<u>Jurisdiction</u>
ONESHARE	77/114139	Filed: February 22, 2007	United States

2. Unregistered Trademarks:

NONE.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN MATEO

On 09 SEPTEMBER 08 before me, NANCY S FERNANDEZ Notary Public

personally appeared ROGER N McMULLIN



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature [Signature] Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: TRADEMARK ASSIGNMENT AGREEMENT

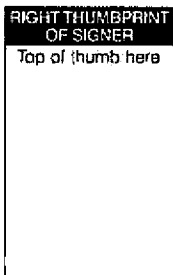
Document Date: 9/9/08 Number of Pages: 3

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Roger N McMullin

- Individual
- Corporate Officer — Title(s): CEO
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

TRG Aviation

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____