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TO: KYLE M. GLOBERMAN COMPANY: 100 NORTH TRYON STREET, 42ND FLOOR

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

10/14/2009

Stylesheet Version v1.1

900145251

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eclipse Aviation Corporation		09/02/2009	CORPORATION:
Eclipse IRB Sunport, LLC		09/02/2009	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Eclipse Aerospace, Inc. <i>Citizenship: Delaware</i>		
Street Address:	125 Fairchild Street		
Internal Address:	Suite 100		
City:	Charleston		
State/Country:	SOUTH CAROLINA		
Postal Code:	29492		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	75899693	ECLIPSE	
Serial Number:	78669039	JETCOMPLETE	
Serial Number:	77017234	ECLIPSE	
Serial Number:	78635580	PHOSTREX	
Serial Number:	77017249	ECLIPSE 500	
Serial Number:	76045566	ECLIPSE 500	
Serial Number:	76109711		
Serial Number:	76045567	ECLIPSE 500 JET	
Serial Number:	75909091	ECLIPSE AVIATION	
CORRESPONDENCE DATA			
Fax Number:	(803)255-9831		

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*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (404) 322-6204  
Email: ip@nelsonmullins.com  
Correspondent Name: Kyle M. Globerman  
Address Line 1: 100 North Tryon Street, 42nd Floor  
Address Line 2: Nelson Mullins Riley & Scarborough, LLP  
Address Line 4: Charlotte, NORTH CAROLINA 28202-4000

ATTORNEY DOCKET NUMBER:	35064/00001
NAME OF SUBMITTER:	Kyle M. Globerman
Signature:	/Kyle M. Globerman/
Date:	10/14/2009
Total Attachments: 5 source=35064_00001ExecutedTMAssignment#page1.tif source=35064_00001ExecutedTMAssignment#page2.tif source=35064_00001ExecutedTMAssignment#page3.tif source=35064_00001ExecutedTMAssignment#page4.tif source=35064_00001ExecutedTMAssignment#page5.tif	

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TO: KYLE M. GLOBERMAN COMPANY: 100 NORTH TRYON STREET, 42ND FLOOR

**ASSIGNMENT OF TRADEMARKS**

This **ASSIGNMENT OF TRADEMARKS** (this "*Agreement*") is entered into as of September 2, 2009 by and among Jeffrey L. Burch as the duly appointed Chapter 7 trustee of the Chapter 7 estates of each of Eclipse Aviation Corporation and Eclipse IRB Support, LLC, and not in his personal capacity ("*Assignor*") and Eclipse Aerospace, Inc., a Delaware corporation ("*Assignee*").

WHEREAS, Assignee and Assignor are parties to a certain Asset Purchase Agreement (the "*APA*") dated as of July 30, 2009. Capitalized terms used and not otherwise defined herein shall have the meaning assigned to them in the APA unless the context otherwise requires.

WHEREAS, pursuant to the terms of the APA, Assignor has agreed to convey, assign and transfer, and Assignee has agreed to acquire certain of the Assignor's trademarks and service marks pursuant to the APA.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration as set forth in the APA, the receipt of which is hereby acknowledged by the Assignor and Assignee, Assignor and Assignee agree as follows:

1. Transfer of Assigned Marks. Assignor hereby conveys, transfers and assigns all of its rights, title and interest whatsoever throughout the world in and to all trademarks, service marks, trade and business names (including all assumed or fictitious names under which the Business is conducted), brand names, trade dress, designs, logos, packaging design, slogans, Internet domain names and other commercial symbols in any and all forms, whether registered or unregistered, all registrations and pending applications to register any of the foregoing (including intent to use applications), throughout the world, including, but not limited to the registered trademarks and service marks as set forth in Exhibit A and their common law equivalents (collectively, the "*Assigned Marks*"), together with all applications to register the Assigned Marks, and all registrations of the Assigned Marks, and the goodwill of all business connected with the use of and symbolized by the Assigned Marks, to Assignee in perpetuity (or for the longest period of time otherwise permitted by law). Included with such transfer and assignment is the right to sue for and obtain damages or other available remedies for all past, present and future infringements of the Assigned Marks. Assignor further transfers and assigns the right to file for and obtain registrations of the Assigned Marks anywhere in the world. Assignee shall have control over the Assigned Marks, including control over the nature and quality of the goods or services on or in connection with which the mark is used.

Assignor covenants not to use or display the Assigned Marks anywhere in the world except by authorization of Assignee, and further covenants not to contest or challenge the validity of the Assigned Marks, any applicable registrations thereof for the goods and services covered by the assigned applications and registrations, any applicable registrations thereof for any other goods and services for which the Assigned Marks are presently used or the ownership of the Assigned Marks by Assignee. Assignor further covenants not to use, adopt or register a mark as a trademark or trade name or any word, mark, name or symbol or combination thereof which will be confusingly similar to the Assigned Marks.

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2. Further Assurances. Assignor shall execute and deliver, from time to time after the date hereof upon the request of Assignee, such further conveyance instruments, and take such further actions, as may be necessary or desirable to evidence more fully the transfer of ownership of the Assigned Marks to Assignee.

3. Relationship to APA. To the extent that any conflict exists between any of the terms of this Agreement and the APA, the terms of the APA will prevail.

4. Miscellaneous. This Agreement and the legal relations between the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of New York applicable to contracts made and performed therein. This Agreement may be executed in counterparts, including facsimile or Portable Document Format counterparts, each of which shall be deemed an original but both of which, taken together, shall continue one and the same instrument.

*[Signatures appear on the following page]*

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

ECLIPSE AEROSPACE, INC.

By: 

Name: Mason Holland

Title: President

STATE OF South Carolina )  
COUNTY OF Berkeley )

Personally appeared before me, Mason Holland, to me known and known to me to be the person described and who executed the foregoing instrument and acknowledged the same to be his act and deed in and for the purposes set forth in said instrument this 2<sup>nd</sup> day of September, 2009.

  
Notary Public

My Commission Expires December 26, 2011

My Commission Expires: \_\_\_\_\_

[additional signatures on next page]

[Signature Page to Assignment of Trademarks]

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TO: KYLE M. GLOBERMAN COMPANY: 100 NORTH TRYON STREET, 42ND FLOOR

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

JEFFREY L. BURTCH, CHAPTER 7  
TRUSTEE OF ECLIPSE AVIATION  
CORPORATION

*[Signature]*  
Name: Jeffrey L. Burch  
Title: Chapter 7 Trustee

JEFFREY L. BURTCH, CHAPTER 7  
TRUSTEE OF ECLIPSE SUNPORT, LLC

*[Signature]*  
Name: Jeffrey L. Burch  
Title: Chapter 7 Trustee

STATE OF DELAWARE )  
COUNTY OF NEW CASTLE )

Personally appeared before me, *[Signature]*, to me known and known to me to be the person described and who executed the foregoing instrument and acknowledged the same to be his act and deed in and for the purposes set forth in said instrument this 7th day of August 2009.

*[Signature]*  
Notary Public

LYNN B. FRANKLIN  
NOTARY PUBLIC  
STATE OF DELAWARE

My Commission Expires: \_\_\_\_\_

My Commission Expires April 15, 2010

*[Signature]* Page 10 Assignment of Trademarks

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**EXHIBIT A**  
**TRADEMARKS**

Country	Mark	Date of Filing	App. No./ Reg. No.
Australia	ECLIPSE AVIATION & Design	4/15/2004	998221
Australia	ECLIPSE AVIATION	4/15/2004	998230
U.S.	ECLIPSE	1/20/00	75/889,693 / 3,557,904
U.S.	JETCOMPLETE	7/12/03	78/663,039 / 3,525,722
U.S.	ECLIPSE	10/9/06	77/017,734
India	ECLIPSE	6/19/08	1701261
India	ECLIPSE 500	6/19/08	1701262
India	Design Only (Airplane Design)	6/19/08	1701263
Uruguay	ECLIPSE	5/12/06	320,856
U.S.	PHOSTREX	5/23/05	78/635,580 / 3,469,367
U.S.	ECLIPSE 500	10/9/06	77/037,249
U.S.	ECLIPSE 500	10/11/00	76/043,566 / 3,313,394
U.S.	Design Only (Circle)	8/15/00	76/043,567 / 3,392,733
U.S.	ECLIPSE 500 JET	5/11/00	76/043,567 / 3,373,395
U.S.	ECLIPSE AVIATION	2/3/00	75/909,091 / 3,169,023
NZ	Miscellaneous Design	11/9/05	738,431
NZ	Eclipse 500	11/9/05	738,430
NZ	Eclipse	11/9/05	738,429
Europe	Miscellaneous Design	02/14/01	2,987,492
Europe	Eclipse 500	07/14/00	1,757,087
Europe	Eclipse	07/14/00	1,757,185
China	Eclipse	10/24/02	3,345,378
China	Eclipse	10/24/02	3,345,379
Canada	Miscellaneous Design	02/14/01	1,092,636 / 709,283
Canada	Eclipse 500	07/14/00	1,037,269 / 709,224
Canada	Eclipse	07/14/00	1,037,268 / 709,226
Benelux	Eclipse Aviation	12/21/05	1,097,156 / 784,906
Turkey	Eclipse Aviation (and design)	04/12/2009	2906,15862

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