

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			
CompAir Limited			03/30/2009
		Limited Company: UNITED KINGDOM	
RECEIVING PARTY DATA			
Name:		CompAir UK Limited	
Street Address:		Springmill Street	
City:		Bradford, West Yorkshire	
State/Country:		UNITED KINGDOM	
Postal Code:		BD5 7HW	
Entity Type:		Limited Company: UNITED KINGDOM	
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1003318	COMPAIR	
Registration Number:	0997523		
CORRESPONDENCE DATA			
Fax Number:		(415)433-5530	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:		4154331900	
Email:		trademark@cwclaw.com	
Correspondent Name:		Cyrus Wadia	
Address Line 1:		Cooper, White & Cooper LLP	
Address Line 2:		201 California Street, 17th Floor	
Address Line 4:		San Francisco, CALIFORNIA 94111	
ATTORNEY DOCKET NUMBER:		15844-32500	
DOMESTIC REPRESENTATIVE			
Name:			

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**TRADEMARK
 REEL: 004104 FRAME: 0816**

Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Cyrus Wadia
Signature:	/Cyrus Wadia/
Date:	11/30/2009

Total Attachments: 3
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TRADE MARK ASSIGNMENT

THIS CONFIRMATION is made this 30th day of March 2009

BETWEEN

CompAir Limited, a limited company organised and existing under the laws of England and Wales, having its registered office at Springmill Street, Bradford, West Yorkshire, BD5 7HW, United Kingdom ("the Assignor" which expression shall include its successors and assigns)

AND

CompAir UK Limited, a limited company organised and existing under the laws of England and Wales, having its registered office at Springmill Street, Bradford, West Yorkshire, BD5 7HW, United Kingdom ("the Assignee" which expression shall include its successors and assigns)

RECITALS :

- (A) The Assignor is the proprietor of the trade mark applications and registrations, details of which are set out in the Schedule attached hereto and form part of this assignment ("the Trade Marks"); and
- (B) Pursuant to an agreement ("the Agreement") dated 31 March 1999 by and between the Assignor and Assignee, the Assignor did assign all rights, title, interest and property in the Trade Marks, together with all ancillary rights relating thereto, including goodwill, to the Assignee and wishes to confirm that assignment and to assign any of the same which may not previously have been assigned upon the following terms.
- (C) Such assignment having not previously been registered and recorded, the Assignor and Assignee now desire to register and record the same.

OPERATIVE PROVISIONS :

1. In consideration of the sum paid by the Assignee to the Assignor under the Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby confirms in the Assignee:
 - i) all rights, title, interest and property in the Trade Marks, together with the whole of the goodwill of the business pertaining thereto, free from all licenses charges and other encumbrances, with full title guarantee;
 - ii) the full and exclusive benefit of the Trade Marks and the full and exclusive benefit of the goodwill, including all forms of protection and all rights, privileges and advantages appertaining thereto, together with the right to obtain any extensions; and
 - iii) the right to recover and to bring proceedings to recover damages and/or to obtain other remedies in respect of infringement of the Trade Marks, and other forms of protection relating to the goodwill, whether committed before or after the date of this Assignment;

and insofar as any of the above have not already been assigned by the Assignor to the Assignee then the Assignor hereby assigns such for the consideration stated above TO HOLD the same unto the Assignee absolutely.

2. At the request and cost of the Assignee, the Assignor will execute and sign all such instruments, applications, deeds, documents and do all such acts and things as may be reasonably required by the Assignee to enable the Assignee or its nominee to: (a) enjoy the full and exclusive benefit of the Trade Marks and of the property rights hereby assigned; (b) fully and effectively vest the same in the Assignee; and (c) formally register the Assignee's title in the same at any relevant Trademark Office.
3. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns as well as any subsidiary companies of the parties hereto.
4. The parties will co-operate and consult with one another in good faith, if necessary in the future to carry out the intent of this agreement.
5. This Agreement shall be governed by and construed in accordance with the laws of England & Wales and the parties for this purpose hereby submit to the exclusive jurisdiction of the Courts of England & Wales.

IN WITNESS whereof the parties have executed this document on the date first above written.

SIGNED, for and on behalf of
CompAir Limited

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(Signatory) Helen W. Cornell

)

Name: Helen W. Cornell Title: Director

)

in the presence of:

)

(Witness) Debra Baucom

Name: Debra Baucom

SIGNED, for and on behalf of
CompAir UK Limited

)

(Signatory) Helen W. Cornell

)

Name: Helen W. Cornell Title: Director

)

in the presence of:

)

(Witness) Laura Logsdon

Name: Laura Logsdon

SCHEDULE

<u>COUNTRY</u>	<u>TRADE MARK NUMBER</u>	<u>TRADE MARK</u>
Brazil	816431027	COMPAIR
Brazil	006161553	COMPAIR
Brazil	828762902	COMPAIR LOGO
Brazil	816346658	COMPAIR REAVELL & DEVICE
Brazil	816346640	COMPAIR REAVELL & DEVICE
Brazil	816346690	COMPAIR HOLMAN & DEVICE
Brazil	816346704	COMPAIR HOLMAN & DEVICE
Brazil	816346682	COMPAIR HOLMAN & DEVICE
Canada	TMA177858	COMPAIR
Chile	499.655	COMPAIR
Colombia	201453	COMPAIR
European Community	000052126	ComParts
France	1357652	LOGO
Iran	45305	COMPAIR
Iran	45304	LOGO
Italy	639925	COMPAIR
Italy	789583	LOGO
Japan	1319516	COMPAIR
Japan	1254138	LOGO
New Zealand	91533	COMPAIR & Device
Nigeria	35991	COMPAIR
South Africa	76/0972	COMPAIR
South Africa	76/0971	LOGO
South Africa	76/0970	COMPAIR & Device
Spain	668118	LOGO
Spain	668120	LOGO
Switzerland	442063	REAVELL
Switzerland	449326	HYDROVANE
Switzerland	442062	HOLMAN
United States of America	1003318	COMPAIR
United States of America	997523	LOGO
Zimbabwe	398/80	COMPAIR
Zimbabwe	399/80	COMPAIR
Zimbabwe	403/80	LOGO

1024495; CPD; DAR