

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, LLC	FORMERLY Sentient Flight Group, LLC	05/20/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Sentient Jet Charter, LLC		
Street Address:	c/o Sentient Jet, LLC		
Internal Address:	97 Libbey Industrial Parkway		
City:	Weymouth		
State/Country:	MASSACHUSETTS		
Postal Code:	02189		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3365608	ATLANTIC AVIATION FLIGHT SERVICES	
CORRESPONDENCE DATA			
Fax Number:	(973)379-7734		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9733794800		
Email:	jtaub@buddlerner.com		
Correspondent Name:	Benjamin G. Taub		
Address Line 1:	Budd Lerner, P.C.		
Address Line 2:	150 John F. Kennedy Parkway		
Address Line 4:	Short Hills, NEW JERSEY 07078-2703		
ATTORNEY DOCKET NUMBER:	11520-8A		
NAME OF SUBMITTER:	Benjamin G. Taub, Budd Lerner, P.C.		
Signature:	/Benjamin G. Taub/		

OP \$40.00 3365608

Date:

06/08/2010

Total Attachments: 5

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**TRADEMARK ASSIGNMENT
(Sentient Jet, LLC)**

THIS TRADEMARK ASSIGNMENT (this "**Assignment**") is dated as of May 20, 2010, by Sentient Jet, LLC, a Delaware limited liability company with a business address at 97 Libbey Industrial Parkway, Weymouth, Massachusetts 02189, Attention: Chief Executive Officer ("**Assignor**"), in favor of Sentient Jet Charter, LLC, a Delaware limited liability company with a business address at c/o Sentient Jet, LLC, 97 Libbey Industrial Parkway, Weymouth, Massachusetts 02189, Attention: Chief Executive Officer ("**Assignee**").

WITNESSETH:

WHEREAS, Assignor, Assignee and OneSky Network, LLC d/b/a OneSky Jets have entered into that certain Sentient Contribution and Exchange Agreement dated May 20, 2010 (the "**Contribution Agreement**"); and

WHEREAS, Assignor is the registered owner of the trademarks listed on **Exhibit A** hereto (each a "**Trademark**" and, collectively, the "**Trademarks**") and has adopted, used and is using exclusively in its business the Trademarks; and

WHEREAS, pursuant to the provisions of the Contribution Agreement, Assignor desires to assign the Trademarks to Assignee and Assignee desires to acquire the Trademarks from Assignor.

NOW, THEREFORE, in consideration of and in exchange for the consideration paid to Assignor under the Contribution Agreement, the receipt and sufficiency of which are hereby acknowledged:

1. **Assignment.** Assignor does hereby sell, assign and transfer to Assignee, its successors and assigns, its entire right, title and interest, whether statutory or at common law, in and to each of the Trademarks, together with the goodwill of the business symbolized by each Trademark, and together with the right to sue and collect damages and/or profits for past infringements of the Trademarks, the intent hereof being to substitute Assignee in the place of Assignor.

2. **Issuance of Certificates of Registration.** Assignor further authorizes the Commissioner of Patents and Trademarks of the United States to record the Trademarks and title thereto as the property of Assignee, its successors and assigns in accordance with the terms of this Assignment and to issue the certificates of registration in respect of each Trademark to Assignee, its successors and assigns in accordance with the terms of this Assignment.

3. **No Continued Use of Trademark by Assignor.** Immediately upon the execution and delivery to Assignee of this Assignment, Assignee shall have the exclusive and

sole right to use the Trademarks. Assignor's right to use the Trademarks shall immediately cease upon execution of this Assignment and Assignor shall not be entitled to the continued use of the Trademarks after the execution of this Assignment.

4. Cooperation. Assignor hereby covenants and agrees to cooperate with Assignee to enable Assignee to obtain, sustain, enforce and enjoy to the fullest extent all right, title and interest herein conveyed. Such cooperation by Assignor shall include, but not be limited to, the production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed reasonably necessary or desirable by Assignee, for: (a) perfecting in Assignee the right, title and interest herein conveyed; (b) filing any and all necessary documents, instrument and applications with any governmental agency with respect to each Trademark, including all documents which must be filed with the U.S. Patent and Trademarks Office to further effect this Assignment; and (c) any legal proceedings involving a Trademark, including any infringement actions pertaining to a Trademark.

5. Miscellaneous.

(a) Governing Law. This Assignment shall be construed, enforced, and governed by the internal laws of the State of Delaware, without regard to conflicts of laws principles. Any dispute arising out of this Assignment shall be resolved in the any Federal or state court in Boston Massachusetts, and each party consents to the jurisdiction of such court in any such dispute and waives any objection to the laying of venue in such court.

(b) Binding Effect. Except as otherwise provided in this Assignment, every covenant, term and provision of this Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns; provided that this Assignment may not be assigned by Assignor without Assignee's prior written consent.

(c) Severability. Every provision of this Assignment is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Assignment.

(d) Entire Agreement. This Assignment, together with Contribution Agreement and the Ancillary Documents (as defined in the Contribution Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements or understanding among them. This Assignment may not be modified in any manner unless in writing and signed by the party against whom enforcement thereof is sought. No waiver of any breach or condition of this Assignment shall be deemed to be a waiver of any subsequent breach or condition of a like or different nature.

(e) Facsimile Signatures. Facsimile, email and other electronically transmitted signatures of the undersigned will have the same force and effect as original signatures.

(f) Headings. The headings of the paragraphs of this Assignment are for convenience and reference only and do not form a part hereof, and in no way modify, interpret or

construe the understanding of the parties hereto.

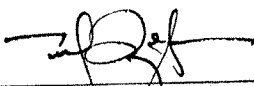
(g) Waiver of Jury Trial. EACH PARTY TO THIS ASSIGNMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

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IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the day and year first above written.

Assignor:

SENTIENT JET, LLC

By: 
Name: Mandy Guinoo
Title: CEO

ANNEX A

TRADEMARKS

1. All rights in respect of the word mark for “Atlantic Aviation Flight Services” under U.S. Patent and Trademark Office Registration #3365608, Registration Date January 8, 2008. Such mark was originally registered to Atlantic Aviation Flight Services, Inc. (“*AAFS*”). Effective September 15, 2008, such mark was assigned to Assignor (the assignment was recorded in the U.S. Patent and Trademark Office under Assignor’s previous name, MGOP SFG Holdings LLC).