

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Trademark Assignment	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
THE ALLIED POWER GROUP		11/12/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AVIATION, POWER & MARINE, INC.		
<b>Street Address:</b>	3030 SW 13th Place		
<b>City:</b>	Boynton Beach		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33426		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2909081	OUTAGE IN A BOX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(213)627-0705		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	213.683.5698		
<b>Email:</b>	MinetteTayco@paulhastings.com		
<b>Correspondent Name:</b>	Minette M. Tayco		
<b>Address Line 1:</b>	515 S. Flower St., 25th Floor		
<b>Address Line 2:</b>	Paul, Hastings, Janofsky & Walker LLP		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	AVIATION/ALLIANCE 77230.2		
<b>NAME OF SUBMITTER:</b>	Minette M. Tayco		
<b>Signature:</b>	/Minette M. Tayco/		

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**TRADEMARK**  
**REEL: 004422 FRAME: 0374**

Date:

11/29/2010

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (“**Assignment**”), dated as of November 12, 2010, is by and among Aviation, Power and Marine, Inc., a Delaware corporation with a principal place of business at 3030 SW 13th Place, Boynton Beach, FL 33426 (“**Assignee**”) and The Allied Power Group LLC, a Delaware limited liability company with a principal place of business at 10131 Mills Road, Houston, TX 10170 (“**Assignor**”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement entered into on even date herewith (the “**Purchase Agreement**”), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor various assets, including without limitation, the trademark set forth on Schedule A attached hereto and described below; and

WHEREAS, Assignee desires to acquire Assignor’s entire right, title and interest in and to such trademark.

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below and the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the parties hereto agree as follows:

1. **ASSIGNMENT.** Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee all of Assignor’s right, title and interest in and to the trademark set forth on Schedule A attached hereto (the “**Mark**”), together with the goodwill of the business symbolized by and associated with the Mark, including all common law rights and trademark registration for the Mark, same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all rights to income, royalties, and license fees deriving from the Mark, all claims for damages by reason of past, present and future infringements of the Mark and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor agrees to perform, without charge to Assignee, all acts deemed necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Mark, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee, assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignor, testifying in any legal proceedings, signing lawful papers and making all lawful oaths at Assignee’s expense, and generally doing everything that is reasonably necessary to aid Assignee in obtaining and enforcing proper protection for applicable intellectual property rights. In the event Assignee is unable for any

reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified in this Section 2, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on Assignor's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 2 with the same legal force and effect as if executed by Assignor.

3. **GENERAL.**

3.1 Counterparts Deliveries. This Assignment may be executed simultaneously in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. No party or party shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of this Assignment and each such party forever waives any such defense.

3.2 Entire Agreement. This Assignment, including the schedule attached hereto and other agreements and documents referred to herein, contains the entire agreement and understanding of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, oral and written, among the parties with respect to such subject matter. To the extent any provision of this Assignment conflicts with any provision of the Purchase Agreement, the Purchase Agreement will govern.

3.3 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall not be assignable by Assignor without the prior written consent of Assignee, and any such purported assignment without such consent shall be void. This Assignment and the rights and obligations hereunder shall be assignable by Assignee without the written consent of Assignor.

3.4 Governing Law. This Assignment shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Assignment shall be governed by, the internal laws of the State of Delaware, without giving effect to provisions thereof regarding conflict of laws.

*[Signature Page Follows]*

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

**"Assignor"**

THE ALLIED POWER GROUP LLC

By: 

Name: Keith A. Marler

Title: President

**"Assignee"**

AVIATION, POWER & MARINE, INC.

By: \_\_\_\_\_

Name: James F. Walsh

Title: President

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.


"Assignor"

THE ALLIED POWER GROUP LLC

By: \_\_\_\_\_  
Name: Keith A. Marler  
Title: President

"Assignee"

AVIATION, POWER & MARINE, INC.

By:  \_\_\_\_\_  
Name: James F. Walsh  
Title: President and Chief Executive Officer

SCHEDULE A

MARKS

Serial Number	Registration Number	Mark
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