

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Bill of Sale and General Assignment

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Dane S. Field, as Chapter 7 Trustee for Aloha Airlines, Inc.		02/07/2011	TRUSTEE: HAWAII

**RECEIVING PARTY DATA**

<b>Name:</b>	Yucaipa Corporate Initiatives Fund I, L.P.
<b>Street Address:</b>	9130 West Sunset Boulevard
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90069
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Registration Number:	3242778	ALI'I DIAMOND
Registration Number:	3242777	ALI'I GOLD
Registration Number:	3233921	ALI'I LOYALTY PROGRAM
Registration Number:	3242776	ALI'I SILVER
Registration Number:	1980226	ALOHA AIRAWARDS CARD
Registration Number:	1971927	ALOHA AIRAWARDS CARD
Registration Number:	2303334	ALOHA AIRLINES
Registration Number:	2347989	ALOHA AIRLINES
Registration Number:	3071580	ALOHA AIRLINES VACATIONS
Registration Number:	3215210	ALOHA VACATIONS AIRLINES
Registration Number:	2233646	ALOHAPASS
Registration Number:	2423994	ALOHAPASS SMARTCREDITS
Registration Number:	2419939	ALOHAPASS S M A R T C R E D I T S
Registration Number:	2003643	EXPECT MORE

OP \$515.00 3242778

Registration Number:	2939344	
Registration Number:	3118742	THE ALI'I CLUB
Serial Number:	78848862	ALOHAPASS MALL
Serial Number:	77252499	IT'S HOW WE FLY
Serial Number:	77063391	ALOHA EXECUTIVE PLUS
Serial Number:	77013266	ALOHACOMFORT CLASS

**CORRESPONDENCE DATA**

Fax Number: (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Email: ipdocket@lw.com  
Correspondent Name: Latham & Watkins LLP  
Address Line 1: 650 Town Center Drive  
Address Line 2: Suite 2000  
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	018688-0139
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	02/07/2011

**Total Attachments: 16**

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## **BILL OF SALE AND GENERAL ASSIGNMENT**

This Bill of Sale and General Assignment ("Bill of Sale"), dated as of February 7, 2011, is delivered by Dane S. Field, as Chapter 7 Trustee (the "Seller") for Aloha Airlines, Inc., a Delaware corporation, Bk. No. 08-00337, Aloha Air Group, Inc. a Hawaii corporation, Bk. No. 08-00338, and AirGroup Acquisition, Inc., a Delaware Corporation, Bk. No. 08-00339, and any other bankruptcy cases involving affiliates or subsidiaries of the foregoing debtors, to Yucaipa Corporate Initiatives Fund I, L.P. and Yucaipa Corporate Initiatives Fund I, LLC (each separately or together, or its respective designee, collectively, "Buyer").

### **RECITALS**

- A. This Bill of Sale is executed and delivered pursuant to an Asset Purchase Agreement, dated as of December 30, 2010, between Buyer and Seller (the "Asset Purchase Agreement").
- B. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

### **AGREEMENT**

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby agrees as follows:

- 1. Seller hereby sells, conveys, assigns, transfers and delivers to Buyer, its successors and assigns, as of the date hereof, all of Seller's right, title and interest of every kind and nature whatsoever, to and under the Assets including, without limitation, (i) the Assets listed on Schedule 3.1(a) attached hereto; and (ii) all Intellectual Property listed on Scheduled 3.1(b) attached hereto.
- 2. This Bill of Sale is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the subject matter hereof, and together with the Asset Purchase Agreement, contains the entire understanding of Seller and Buyer with respect to the subject matter hereof. The terms of the Asset Purchase Agreement, including but not limited to the parties' representations, warranties, waivers, disclaimers, covenants, and agreements relating to the assets purchased thereunder, are incorporated herein by this reference and will remain in full force and effect to the full extent provided therein. In the event of any inconsistencies between the provisions of this Bill of Sale and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control.
- 3. In case at any time after the Closing any further actions are necessary to carry out the purposes of this Bill of Sale, Seller will take such further actions (including the execution and delivery of such further instruments and documents) as Buyer may reasonably request.

4. If, for any reason, any provision of this Bill of Sale is held invalid, such invalidity shall not affect any other provision of this Bill of Sale not held so invalid, and each such other provision shall, to the fullest extent consistent with law, continue in full force and effect. If any provision of this Bill of Sale shall be held invalid in part, such invalidity shall in no way affect the rest of such provision not held so invalid, and the rest of such provision, together with all other provisions of this Bill of Sale, shall, to the fullest extent consistent with law, continue in full force and effect.

*[Signature Page Follows]*

IN WITNESS WHEREOF, this Bill of Sale is being executed as of the date first written above.

**SELLER**



\_\_\_\_\_  
Signature

Print Name: Dane S. Field, as Trustee and not individually  
Title: Chapter 7 Trustee of Aloha Airlines, Inc., Aloha Airgroup, Inc. and Airgroup Acquisition Corp.

**BUYER**

**YUCAIPA CORPORATE INITIATIVES FUND I, L.P.**

\_\_\_\_\_  
Signature

Print Name: Robert P. Bermingham  
Title: Vice President

**YUCAIPA CORPORATE INITIATIVES FUND I, LLC**

\_\_\_\_\_  
Signature

Print Name: Robert P. Bermingham  
Title: Vice President

IN WITNESS WHEREOF, this Bill of Sale is being executed as of the date first written above.

**SELLER**

\_\_\_\_\_  
Signature

Print Name: Dane S. Field, as Trustee and not individually  
Title: Chapter 7 Trustee of Aloha Airlines, Inc., Aloha Airgroup, Inc. and Airgroup Acquisition Corp.

**BUYER**

**YUCAIPA CORPORATE INITIATIVES FUND I, L.P.**

  
\_\_\_\_\_  
Signature

Print Name: Robert P. Bermingham  
Title: Vice President

**YUCAIPA CORPORATE INITIATIVES FUND I, LLC**

  
\_\_\_\_\_  
Signature

Print Name: Robert P. Bermingham  
Title: Vice President

**Schedule 3.1(a)**

**Assets**

1. All accounts receivable, including, but not limited to, collections in progress, and all documents and records necessary to collect on the foregoing.
2. All estate and trustee claims against third parties, including without limitation the FHB excessive processing fee action (excluding avoidance actions).
3. AMX refund and all documents and records necessary to collect the AMX refund.
4. All collateral used to secure Customs bonds, any other bonds, and all rights to the release of said collateral and all documents and records necessary to pursue the foregoing.
5. Agency commissions.
6. Assignment of the VISA/MasterCard settlement.
7. Any airport deposits.

## Schedule 3.1(b)

## IP ASSETS

Trade Names, Trademarks and Service Marks Owned By Aloha Airlines, Inc.:

## United States Patent and Trade Mark Office

Name	Serial No.	Reg. No.	Description	Type
ALII DIAMOND	76599095	3242778	standard character mark	Service Mark
ALII GOLD	76599094	3242777	standard character mark	Service Mark
ALII LOYALTY PROGRAM	76599092	3233921	standard character mark	Service Mark
ALII SILVER	76599093	3242776	standard character mark	Service Mark
ALOHA AIRAWARDS CARD	74583280	1980226	design plus words (see Annex A)	Service Mark
ALOHA AIRAWARDS CARD	74583279	1971927	typed drawing	Service Mark
ALOHA AIRLINES	75373886	2303334	design plus words (see Annex B)	Service Mark
ALOHA AIRLINES	75363807	2347989	design plus words (see Annex C)	Service Mark
ALOHA AIRLINES VACATIONS	76599828	3071580	standard character mark	Service Mark
ALOHA VACATIONS AIRLINES and design	78782505	3215210	design plus words (see Annex D)	Service Mark
ALOHAPASS	75363806	2233646	typed drawing	Service Mark
ALOHAPASS SMARTCREDITS	75652013	2423994	typed drawing	Service Mark
ALOHAPASS SMARTCREDITS	75652012	2419939	design plus words (see Annex E)	Service Mark
EXPECT MORE	74621210	2003643	typed drawing	Service Mark
stylized bird of paradise flower	76566410	2939344	design only (see Annex F)	Service Mark
THE ALII CLUB	76602963	3118742	standard character mark	Service Mark
* ALOHAPASS MALL	78848862	Pending	standard character mark	Service Mark
* IT'S HOW WE FLY	77252499	Pending	standard character mark	Service Mark
* ALOHA EXECUTIVE PLUS	77063391	Pending	design plus words (see Annex G)	Service Mark
* ALOHACOMFORT CLASS	77013266	Pending	standard character mark	Service Mark



State of Hawaii Department of Commerce and Consumer Affairs

Name	Cert. No.	Description	Registration Date
AIRAWARDS CARD	183568	Trade Name Master (domestic)	09/02/1994
ALOHA AIRAWARDS CARD	183569	Trade Name Master (domestic)	09/02/1994
ALOHA AIRLINES OVERNIGHTERS SUITE 737	174376	Trade Name Master (foreign)	12/10/1993
EXECUTIVE PLUS	174377	Trade name master (foreign)	01/12/1994
ALOHA PACIFIC AIRLINES	250188	Service Mark Master (foreign)	05/17/2001
Design of Bird of Paradise Flower	4021251	Trade Name Master (foreign)	04/03/2004
The word "Aloha" in dark orange with abstract design of five petal flower(s) in red, orange and/or yellow	4020425	Service Mark Master (foreign)	01/07/2004
"Funbird"	4042404	Service Mark	04/04/2006
	4046520	Service Mark	08/21/2006
ALOHA 5-0	4059342	Trademark	12/24/2007
ALOHA AIR EXPRESS	4059340	Trademark	12/27/2007
<del>ALOHA CONTRACT SERVICES</del>	<del>4002287</del>	<del>Trademark</del>	<del>04/21/2008</del>
ALOHA50	4059341	Trademark	12/27/2007
GO ALOHA	4059343	Trademark	12/27/2007

Initial  
To  
Acknowledge  
Deletion

*DB*  
*Master*

Japanese Trademark Registrations

Name	Registration Number	Application Number
	Registration Date	Application Date
ALOHA AIRLINES	4777120	2003-087659
	06/11/2004	10/07/2003
ALOHA AIRLINES	4763894	2003-087665

**State of Hawaii Department of Commerce and Consumer Affairs**

Name	Cert. No.	Description	Registration Date
AIRAWARDS CARD	183568	Trade Name Master (domestic)	09/02/1994
ALOHA AIRAWARDS CARD	183569	Trade Name Master (domestic)	09/02/1994
ALOHA AIRLINES OVERNIGHTERS SUITE 737	174376	Trade Name Master (foreign)	12/10/1993
EXECUTIVE PLUS	174377	Trade name master (foreign)	01/12/1994
ALOHA PACIFIC AIRLINES	250188	Service Mark Master (foreign)	05/17/2001
Design of Bird of Paradise Flower	4021251	Trade Name Master (foreign)	04/03/2004
The word "Aloha" in dark orange with abstract design of five petal flower(s) in red, orange and/or yellow "Funbird"	4020425	Service Mark Master (foreign)	01/07/2004
	4042404	Service Mark	04/04/2006
	4046520	Service Mark	08/21/2006
ALOHA 5-0	4059342	Trademark	12/24/2007
ALOHA AIR EXPRESS	4059340	Trademark	12/27/2007
<del>ALOHA CONTRACT SERVICES</del>	<del>4062287</del>	<del>Trademark</del>	<del>04/21/2008</del>
ALOHA50	4059341	Trademark	12/27/2007
GO ALOHA	4059343	Trademark	12/27/2007

*Initial to Acknowledge Deletion*

*RB*  
*1-14-2011*

**Japanese Trademark Registrations**

Name	Registration Number	Application Number
	Registration Date	Application Date
ALOHA AIRLINES	4777120	2003-087659
	06/11/2004	10/07/2003
ALOHA AIRLINES	4763894	2003-087665

ALOHA AIRLINES	04/16/2004 4762173	04/16/2004 2003-087656
ALOHA AIRLINES	04/09/2004 4763892	04/09/2004 2003-087657
ALOHA AIRLINES	04/16/2004 4763893	04/16/2004 2003-087660
ALOHA AIRLINES	04/16/2004 4777122	04/16/2004 2003-087664
ALOHA AIRLINES	06/11/2004 4777121	06/11/2004 2003-087663
	06/11/2004	06/11/2004

**Web Sites and Domain Names:**

1. Alohaairlines.com
2. Alohaairlines.biz
3. Alohaairlines.net
4. Alohaairlines.aero
5. Alohaair.com
6. Alohaspecials.com
7. Alohaairlines.travel
8. Alohaairlines.jp
9. Aloha-airlines.jp

**Painting Specifications:**

1. For the Boeing 737-700 in the current livery
2. For the Boeing 737-200 in the current livery
3. For the Boeing 737-200 in the "Funbird" livery

~~\* EXPIRED~~

Annex A

*Alpha*  
AWARDS CARD

Annex B

*Aloha*  
A I R L I N E S

Annex C



Annex D



Annex E





Annex F



Annex G

*Alpha*  
EXECUTIVE PLUS