

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	09/26/2011		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Angel Jet Services, LLC		09/26/2011	LIMITED LIABILITY COMPANY: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Aviation West Charters, Inc.		
<b>Street Address:</b>	8014 East McClain Dr.		
<b>Internal Address:</b>	Suite 110		
<b>City:</b>	Scottsdale		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85260		
<b>Entity Type:</b>	CORPORATION: COLORADO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85244180	BEDSIDE-TO-BEDSIDE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(602)631-4529		
<b>Phone:</b>	6026319100 x114		
<b>Email:</b>	pto_lcv@vclmlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Lance C. Venable		
<b>Address Line 1:</b>	1938 East Osborn Rd.		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85016		
<b>ATTORNEY DOCKET NUMBER:</b>	PHLV1527-001		
<b>NAME OF SUBMITTER:</b>	Lance C. Venable		

OP \$40.00 85244180

**900207399**

**TRADEMARK**  
**REEL: 004662 FRAME: 0341**

Signature:	/Lance C. Venable/
Date:	11/17/2011
Total Attachments: 3 source=2011-11-15 Executed - Trademark Assignment Agreement#page1.tif source=2011-11-15 Executed - Trademark Assignment Agreement#page2.tif source=2011-11-15 Executed - Trademark Assignment Agreement#page3.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into by and between Angel Jet Services, LLC, an Arizona limited liability company with its principal place of business located in Scottsdale, Arizona (herein, "AJS") and Aviation West Charters, Inc., a Colorado corporation with its principal place of business located in Scottsdale, Arizona (herein, "AWC").

### RECITALS

WHEREAS, AWC desires to obtain all ownership interest and good will in a trademark owned by AJS upon the terms and conditions in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which the parties to this Agreement acknowledge, the parties agree as follows:

### AGREEMENT

#### 1. DEFINITIONS

- 1.1. "Bedside-to-Bedside Trademark Application" means the U.S. trademark application pending before the U.S. Patent and Trademark Office under serial number 85/244180 filed on February 16, 2011.
- 1.2. "Bedside-to-Bedside Trademark" means the trademark owned by AJS first used on February 1, 2011 with air ambulance transport services and medical services administered aboard an air ambulance.
- 1.3. "Effective Date" means the date this Agreement is fully executed by the parties.

#### 2. TRADEMARK ASSIGNMENT

- 2.1. AJS hereby assigns to AWC all rights, title, interest, and good will in the Bedside-to-Bedside Trademark including the Bedside-to-Bedside Trademark Application (collectively, the "Intellectual Property").
- 2.2. In consideration for the assignment of the rights to the Intellectual Property, AJS has sold all of its assets, including all trademarks, to AWC under an Asset Purchase Agreement between the parties that is effective September 26, 2011.

#### 3. PROTECTION OF INTELLECTUAL PROPERTY

- 3.1. By assigning its rights, AJS grants AWC full authority to apply for and obtain any related trademark registrations for the Bedside-to-Bedside Trademark in AWC's name outside of the United States in any country of the world.

- 3.2. AJS agrees to execute and deliver all documents and do all things as may be reasonably necessary and proper to effect this assignment.
- 3.3. AJS affirms that this Agreement is not inconsistent with the terms of any other agreement into which it has entered.
- 3.4. AJS agrees that it will not enter into an agreement creating any obligation in conflict with this Agreement.

#### **4. REPRESENTATIONS AND WARRANTIES**

##### **4.1. Each party represents and warrants that:**

4.1.1. it has the power and authority to enter into this Agreement, and the execution, delivery and performance of this Agreement and the transactions and other documents contemplated have been duly authorized by all necessary corporate action on the part of the parties, and

4.1.2. this Agreement has been executed and delivered by the authorized officers of each party, and constitutes a legal, valid and binding obligation of the party, fully enforceable against such party in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium, and similar laws of general applicability relating to or affecting creditors' rights, and general equity principles.

4.2. AJS represents and warrants that it owns all of the rights in the Bedside-to-Bedside Trademark and the Bedside-to-Bedside Trademark Application free of any liens or encumbrances that would prevent it from making this assignment to AWC.

#### **5. MISCELLANEOUS**

5.1. Headings. The headings contained in this Agreement are inserted for convenience of reference only and will not affect in any way the meaning or interpretation of this Agreement.

5.2. Counterparts. This Agreement may be executed in two or more counterparts, each of which is deemed to be an original, but all of which together constitutes one agreement.

5.3. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Bedside-to-Bedside Trademark assignment, and supersedes all prior agreements or negotiations between the parties, oral and written.

5.4. Governing Law. This Agreement, including all matters of construction, validity and performance, will be governed by the laws of the state of Arizona.

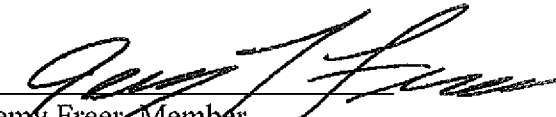
5.5. Fees and Expenses. Whether or not the transactions contemplated by this Agreement are consummated, each party will bear its own fees and expenses incurred in connection with the transactions contemplated by this Agreement.

5.6. Severability. This Agreement is severable; the invalidity or unenforceability of any term or provision of this Agreement will not affect the validity or enforceability of this Agreement or of any other term,

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date by their respective authorized officers.

ANGEL JET SERVICES, LLC

AVIATION WEST CHARTERS, INC.

By:   
Jeremy Freer, Member

By:   
Jeremy Freer, Director/President

Date: November 14, 2011

Date: November 14, 2011