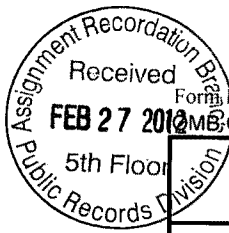


02/27/2012



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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



Form PTO-1594 (Rev. 03-11)
MB: Collection 0651-0027 (exp. 03/31/12)

TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Edward R. Williams III

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: _____
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Zipline Logistics, LLC

Internal _____

Address: _____

Street Address: 781 Northwest Blvd. Suite 100

City: Columbus

State: OH

Country: USA Zip: 43212

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____

Other, LLC Citizenship Ohio

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) February 24, 2012

- Assignment Merger
- Security Agreement Change of Name
- Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3,476,336
3,484,185

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
service mark "ZIPLINE" and silhouette of man on zipline

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Matthew R. Chasar, Attorney at Law

Internal Address: _____

Street Address: 455 Delta Avenue Suite 108

City: Cincinnati

State: OH Zip: 45226

Phone Number: 513-827-6136

Fax Number: 513-297-7900

Email Address: mrcasar@reardonchasar.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 03/27/2012 TLEE11 00000001 3476336

Authorized User Name _____ 40.00

02 FC:8522 25.00

9. Signature:

Matthew R. Chasar

Signature

February 24, 2012
Date

Matthew R. Chasar
Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004735 FRAME: 0442

ASSIGNMENT OF TRADEMARKS

This Assignment is made this 24th day of February, 2012, by and between Edward R. Williams III ("Williams" or "Assignor") and Zipline Logistics, LLC ("Zipline" or "Assignee")

WHEREAS on or about July 29, 2008 Williams became the record owner of the service mark "ZIPLINE," Serial No. 77359873, Registration No. 3476336 (the "First Mark");

WHEREAS, on or about August 12, 2008 Williams became the record owner of the service mark of a silhouette man on a zipline, Serial No. 77363073, Registration No. 3484185 (the "Second Mark");

WHEREAS, upon Williams registering the First Mark and Second Mark, Zipline has utilized them continually in its business and upon Williams consent and approval;

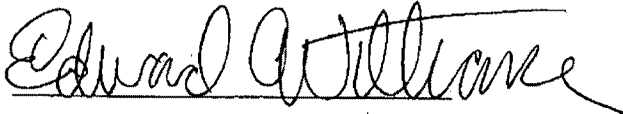
WHEREAS, Williams desires to convey, transfer, assign, deliver, and contribute to Zipline all of his right, title, and interest in the First Mark and Second Mark, together with the goodwill of the business represented thereby in connection with the services upon which the First Mark and Second Mark are utilized (collectively the "Marks");

NOW, THEREFORE, in consideration of the business transactions contemplated by Zipline and Williams and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Williams hereby conveys, transfers, assigns, delivers, and contributes to Zipline all of Williams' right, title, and interest of whatever kind in and to the Marks, together with (1) the goodwill of the business relating to the Marks in respect upon which the Marks are used and for which they are registered; (2) all income royalties, and damages due and payable to Williams with respect to the Marks, including without limitation, damages and payments for past or future infringements and misappropriations of the Marks; and (3) all rights to sue for past, present and future infringements or misappropriations of the Marks. Said assignment is made effective as of August 12, 2008, at the time in which the Marks were relatively new in commerce and did not have a contributable value.

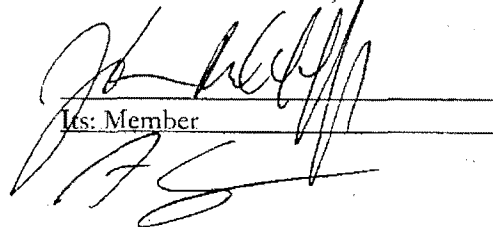
Williams covenants that he will execute all such documents and authorizations and take all such other necessary actions that may be required for securing, completing or vesting in Zipline the full right, title and interest in the Marks or purposes of this Assignment.

IN WITNESS HEREOF, Assignor and Assignee execute this Assignment with the intent to be bound as set forth herein.

EDWARD R. WILLIAMS III



ZIPLINE LOGISTICS, LLC



Its: Member