

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
Groen Brothers Aviation, Inc.		12/13/2012	CORPORATION: UTAH
Groen Brothers Aviation USA, Inc.		12/13/2012	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	Groen Brothers Aviation Global, Inc.		
Street Address:	2640 West California Avenue		
Internal Address:	Suite A		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84104		
Entity Type:	CORPORATION: UTAH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2806567	HOMELAND DEFENDER	
CORRESPONDENCE DATA			
Fax Number:	3122367516		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-368-4000		
Email:	mary.wysocki@dlapiper.com		
Correspondent Name:	Jennifer E. Lacroix		
Address Line 1:	P. O. Box 64807		
Address Line 4:	Chicago, ILLINOIS 60664-0807		
ATTORNEY DOCKET NUMBER:	378912-00001		
NAME OF SUBMITTER:	Jennifer Lacroix		
Signature:	/Jennifer Lacroix/		

CH \$40.00 2806567

TRADEMARK

Date:

12/17/2012

Total Attachments: 13

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PATENT AND TRADEMARK ASSIGNMENT

This Patent and Trademark Assignment (“Assignment”) is made and effective as of December 13, 2012 by and between Groen Brothers Aviation, Inc., a Utah corporation (“Parent”), Groen Brothers Aviation USA, Inc., a Utah corporation (“GBA USA” and together with Parent, the “Transferor”), and Groen Brothers Aviation Global, Inc., a Delaware corporation (“Transferee”).

WHEREAS, each of GBA USA, GBA LLC and Transferee is a wholly-owned subsidiary of Parent;

WHEREAS, a Contribution Agreement was entered into as of December 13, 2012 among Transferor and the Transferee (the “Contribution Agreement”);

WHEREAS, pursuant to the Contribution Agreement, Transferor is contributing substantially all of its assets (other than certain Excluded Assets), including but not limited to, all intellectual property and intellectual property rights of Transferor, whether registered or unregistered, including but not limited to all (a) inventions (whether patentable or unpatentable and whether or not reduced to practice), improvements thereto, and patents, patent applications, patent disclosures, together with all reissues, continuations, continuations-in-part, divisions, extensions or reexaminations thereof, (b) trademarks, service marks, trade names, logos, brand names, trade dress, corporate names, and other source indicators, including all good will associated with any of the foregoing, and all applications, registrations, and renewals in connection therewith, (c) internet domain names, (d) copyrights (registered or unregistered), copyrightable works, website content, and all applications, registrations and renewals in connection therewith, (e) mask works and all applications, registrations, and renewals in connection therewith, (f) computer software (including source code and object code versions), data, databases, and all related documentation, (g) trade secrets and other confidential information, including ideas, formulas, recipes, compositions, know-how, manufacturing and production processes and techniques, methodologies, processes, advertising and marketing plans, research and development information, drawings, specifications, designs, business plans and proposals, technical data, financial and marketing plans, and customer and supplier lists and information (collectively, the “Transferred Intellectual Property”) (all assets together with the Transferred Intellectual Property, the “Contributed Assets”) to Transferee and Transferee is accepting the Contributed Assets.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants set forth in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Defined Terms**. Unless specifically defined herein, all capitalized terms used in this Assignment shall have the meanings ascribed to such terms in the Contribution Agreement.

2. **Right to Transfer**. Transferor hereby represents and warrants that it has full right to contribute the Contributed Assets on the terms and subject to the conditions of this Assignment as of the date hereof.

3. **Assignment**. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor does hereby contribute, assign, transfer and convey to Transferee all of Transferor’s worldwide right, title and interest, including all common law rights, any rights to income, any royalties, any licensing deriving from and in, to and under the assets set forth on **Schedule A**, together with any goodwill of the business associated therewith, together with all rights and privileges

granted and secured thereby, including the right to maintain and pursue enforceable rights in the Transferred Intellectual Property, and to file any and all subsequent applications based on the Transferred Intellectual Property including any and all conversions, divisions, continuations, continuations-in-part, substitutions, renewals, reexaminations, and reissues thereof together with the right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres, and to sue and recover for any past violation, said rights to be held and enjoyed by Transferee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Transferor if this Assignment and contribution had not been made.

4. **Acceptance and Assumption.** Transferee hereby acquires the Contributed Assets from Transferor and accepts all right, title and interest in and to the Contributed Assets and assumes all of the rights, benefits, burdens, liabilities and obligations pertaining to the Contributed Assets and arising from and after the date hereof.

5. **Intellectual Property Authorization.** Transferor hereby authorizes and requests the officials at the Patent and Trademark Offices in the United States and its territorial possessions and in any and all foreign countries to issue any and all enforceable rights, including letters patent or registrations, when granted, to the Transferee for the sole use and benefit of the Transferee and of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Transferor if this assignment and contribution had not been made.

6. **Severability.** If any provision of this Assignment is held to be invalid or unenforceable in any respect under any applicable law, such invalidity or unenforceability will have no effect on the validity or enforceability of any other provision, but this Assignment shall be reformed, construed and enforced in such jurisdiction as if such invalid or unenforceable provision had never been contained herein, and each term and provision of this Assignment will be valid and enforced to the fullest extent that is otherwise enforceable under applicable law.

7. **Amendment and Waiver.** this Assignment may be amended or modified only by a written agreement executed by all parties hereto. Any right, power or privilege under this Assignment may be waived only in a writing executed by the party having such right, power or privilege. No other course of dealing between or among any of the parties or any delay in exercising any rights pursuant to this Assignment shall operate as a waiver of any rights of any party.

8. **No Strict Construction.** The parties acknowledge that this Assignment has been prepared jointly by the parties, and shall not be strictly construed against any party.

9. **Headings.** The headings used in this Assignment are for the purpose of reference only and shall not affect the meaning or interpretation of any provision of this Assignment.

10. **Governing Law; Consent to Jurisdiction; Venue; Waiver of Jury Trial.** THIS ASSIGNMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC LAWS OF THE STATE OF NEW YORK FOR CONTRACTS ENTERED INTO AND TO BE PERFORMED IN SUCH STATE WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF NEW YORK OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK. THE PARTIES HEREBY IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS IN THE STATE OF NEW YORK OVER ANY DISPUTE ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY AND EACH

PARTY HEREBY IRREVOCABLY CONSENTS TO THE JURISDICTION OF SUCH COURTS (AND OF THE APPROPRIATE APPELLATE COURTS) IN ANY ACTION OR PROCEEDING IN RESPECT OF SUCH DISPUTE. THE PARTIES HEREBY IRREVOCABLY WAIVE ANY OBJECTION OF VENUE LAID THEREIN. THE PARTIES AGREE TO ACCEPT SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER INITIAL PLEADING MADE IN THE MANNER PROVIDED FOR THE GIVING OF NOTICES IN THIS ASSIGNMENT. NOTHING IN THIS SECTION 5(i) HOWEVER, SHALL AFFECT THE RIGHT OF ANY PARTY TO SERVE SUCH SUMMONS, COMPLAINT OR INITIAL PLEADING IN ANY OTHER MANNER PERMITTED BY LAW. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

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IN TESTIMONY WHEREOF, Transferor has executed this assignment by its officers and representatives thereunto duly authorized.

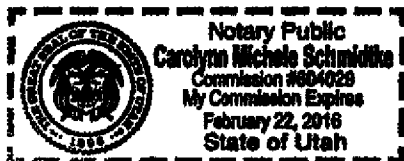
GROEN BROTHERS AVIATION, INC.

By: David Groen
Name: David Groen
Title: Chairman, President and CEO

STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

I,Carolynn Michele Schmidtke, a Notary Public in and for said County and State, do hereby certify that David Groen appeared before me this day in person and acknowledge that he has read and signed said instrument, and that each of the statements contained therein are true.

Given under my hand and seal this 13th day of December, 2012.



Carolynn Michele Schmidtke
(Signature of Notary Public)

My commission expires: FEB. 22, 2016

GROEN BROTHERS AVIATION USA,
INC.

By: *David Groen*
Name: David Groen
Title: Chairman, President and CEO

STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

I,Carolynn Schmidtke, a Notary Public in and for said County and State, do hereby certify that David Groen appeared before me this day in person and acknowledge that he has read and signed said instrument, and that each of the statements contained therein are true.

Given under my hand and seal this 13th day of December, 2012.



Carolynn Michele Schmidtke
(Signature of Notary Public)

My commission expires: FEB. 22, 2016

IN TESTIMONY WHEREOF, Transferee has executed this assignment by its officers and representatives thereunto duly authorized.

GROEN BROTHERS AVIATION
GLOBAL, INC.

By: *David Groen*
Name: David Groen
Title: President

STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

I,Carolynn Schmidtke, a Notary Public in and for said County and State, do hereby certify that David Groen appeared before me this day in person and acknowledge that he has read and signed said instrument, and that each of the statements contained therein are true.

Given under my hand and seal this 13th day of December, 2012.



Carolynn M. Schmidtke
(Signature of Notary Public)

My commission expires: FEB. 22, 2016

Schedule A to Patent and Trademark Assignment

I. U.S. Patent Assets

Patent/ Application	Title	Inventors	Owner
5301900 (US App Ser No. 07/931,018)	AUTOGYRO AIRCRAFT	David Groen, Henry Groen	Groen Brothers Aviation USA, Inc.
5304036 (US App Ser No. 07/626,972)	AUTOGYRO AIRCRAFT	David Groen, Henry Groen	Sego Tool Inc. (2001 Name change to Groen Brothers Aviation USA, Inc. not recorded)
5544844 (US App Ser No. 08/226,015)	AUTOGYRO AIRCRAFT	David Groen, Henry Groen	Groen Brothers Aviation USA, Inc.
6347770 (US App Ser No. 09/625,759) Attorney Docket No. 2413-2-6	DUAL-CONTROL STICK FOR AIRCRAFT	Eduard A. Oyzerskiy, McGregor L. Corliss	Groen Brothers Aviation, Inc.
13/282,749 (20120104154) Attorney Docket No. 2413-2-21	TAIL FAN APPARATUS AND METHODS FOR LOW SPEED YAW CONTROL OF A ROTORCRAFT	Cody Brandon Yarger	Groen Brothers Aviation, Inc.
13/282,780 (20120104153) Attorney Docket No. 2413-2-23	GYROPLANE PREROTATION BY COMPRESSED AIR	Jacob Johannes van der Westhuizen	Groen Brothers Aviation, Inc.
13/282,815 (20120104155) Attorney Docket No. 2413-2-24	TAIL JET APPARATUS AND METHOD FOR LOW SPEED YAW CONTROL OF A ROTORCRAFT	Cody Brandon Yarger	Groen Brothers Aviation, Inc.

Patent/ Application	Title	Inventors	Owner
13/282,877 (20120153073) Attorney Docket No. 2413-2-25	MISSION-ADAPTIVE ROTOR BLADE	David Groen	Groen Brothers Aviation, Inc.
13/282,938 (20120104157) Attorney Docket No. 2413-2-26	ROTOR DRIVEN AUXILIARY POWER APPARATUS AND METHOD	Jacob Johannes van der Westhuizen	Groen Brothers Aviation, Inc.
13/282,985 (20120104156) Attorney Docket No. 2413-2-30	USE OF AUXILIARY RUDDERS FOR YAW CONTROL AT LOW SPEED	David Groen	Groen Brothers Aviation, Inc.
13/283,461 (20120156050) Attorney Docket No. 2413-2-29	DETACHABLE ROTOR BLADE FAIRING APPARATUS AND METHOD	Robert Owen White	Groen Brothers Aviation, Inc.
13/334,261 (20120168556) Attorney Docket No. 2413-2-40	PRE-LANDING, ROTOR-SPIN-UP APPARATUS AND METHOD	Walter Gerd Oskar Sonneborn	Groen Brothers Aviation, Inc.
13/335,541 (20120168568) Attorney Docket No. 2413-2-41	ROTOR UNLOADING APPARATUS AND METHOD	Walter Gerd Oskar Sonneborn	Groen Brothers Aviation, Inc.

Patent/ Application	Title	Inventors	Owner
13/199,671 Attorney Docket No. 2413-2-8	TWO-PLACE, COLLECTIVE PITCH AND THROTTLE CONTROL	McGregor Lee Corliss	Groen Brothers Aviation, Inc.
13/199,684 Attorney Docket No. 2413-2-9	TORSIONALLY STIFF ROTORCRAFT CONTROL APPARATUS AND METHOD	Jacob Johannes van der Westhuizen	Groen Brothers Aviation, Inc.
13/199,678 Attorney Docket No. 2413-2-10	FEATHERING- SPINDLE-BEARING LUBRICATION AND TEMPERATURE CONTROL	Jacob Johannes van der Westhuizen	Groen Brothers Aviation, Inc.
13/199,682 Attorney Docket No. 2413-2-11	FAIL SAFE, MULTIPLE SOURCE, TIP-JET SUPPLY APPARATUS AND METHOD	Jacob Johannes van der Westhuizen	Groen Brothers Aviation, Inc.
13/199,681 Attorney Docket No. 2413-2-12	HELIPLANE ROTOR THERMAL MANAGEMENT FOR MAINTAINING DIMENSIONAL STABILITY	Jacob Johannes van der Westhuizen	Groen Brothers Aviation, Inc.
13/199,677 Attorney Docket No. 2413-2-13	ANEMOMETER DRIVE APPARATUS AND METHOD	Walter Gerd Oskar Sonneborn	Groen Brothers Aviation, Inc.
13/199,679 Attorney Docket No. 2413-2-14	APPARATUS AND METHOD FOR ROLL MOMENT EQUALIZATION AT HIGH ADVANCE RATIOS FOR ROTARY WING AIRCRAFT	Walter Gerd Oskar Sonneborn	Groen Brothers Aviation, Inc.

Patent/ Application	Title	Inventors	Owner
13/199,720 Attorney Docket No. 2413-2-15	TIP JET ATTACHMENT APPARATUS AND METHOD	Robert Owen White	Groen Brothers Aviation, Inc.
13/199,719 Attorney Docket No. 2413-2-17	THICK LAMINATE MANUFACTURING APPARATUS AND METHOD	Robert Owen White	Groen Brothers Aviation, Inc.
13/199,721 Attorney Docket No. 2413-2-18	MAST MAIN BEARING LUBRICATION AND THERMAL MANAGEMENT	Jacob Johannes van der Westhuizen	Groen Brothers Aviation, Inc.
13/199,705 Attorney Docket No. 2413-2-19	BLADE ROOT ATTACHMENT APPARATUS AND METHOD	Jacob Johannes van der Westhuizen	Groen Brothers Aviation, Inc.
13/199,712 Attorney Docket No. 2413-2-22	OIL LUBRICATED SWASHPLATE	Jacob Johannes van der Westhuizen	Groen Brothers Aviation, Inc.
13/317,749 Attorney Docket No. 2413-2-31	ROTOR BLADE SPAR MANUFACTURING APPARATUS AND METHOD	Robert Owen White	Groen Brothers Aviation, Inc.
13/317,750 Attorney Docket No. 2413-2-32	ROTOR BLADE SUBSYSTEMS ATTACHMENT	Robert Owen White	Groen Brothers Aviation, Inc.
13/317,751 Attorney Docket No. 2413-2-33	ROTOR HUB COMPRESSED AIR SYSTEM AND METHOD	Jacob J. van der Westhuizen	Groen Brothers Aviation, Inc.
13/433,427 Attorney Docket No. 2413-2-28	REACTIVE DRIVE ROTOR HEAD WITH EXTERNAL SWASHPLATE	Jacob J. van der Westhuizen	Groen Brothers Aviation, Inc.

Patent/ Application	Title	Inventors	Owner
13/544,874 Attorney Docket No. 2413-2-35	CIRCULATION CONTROL APPLIED TO A GYROPLANE ROTOR BLADE	Jacob J. van der Westhuizen	Groen Brothers Aviation, Inc.
13/373,421 Attorney Docket No. 2413-2-36	HUB-MOUNTED AUXILIARY SYSTEMS FOR TIPJETS IN A REACTION DRIVE ROTOR SYSTEM	Jacob J. van der Westhuizen	Groen Brothers Aviation, Inc.
13/373,406 Attorney Docket No. 2413-2-27	SOLID LUBRICATED BLADE PITCH CONTROL SYSTEM FOR USE WITHIN A COMPRESSED AIR STREAM OF A REACTION DRIVEN ROTORCRAFT	Jacob J. van der Westhuizen	Groen Brothers Aviation, Inc.
13/373,439 Attorney Docket No. 2413-2-16	COMPOSITE ROTOR BLADE MANUFACTURING METHOD AND APPARATUS	Robert Owen White	Groen Brothers Aviation, Inc.
13/373,413 Attorney Docket No. 2413-2-38	COMPOSITE ROTOR BLADE HAVING INTERNAL STIFFENING ELEMENTS	Robert Owen White	Groen Brothers Aviation, Inc.
13/545,904 Attorney Docket No. 2413-2-43	LOW SPEED AUTOGYRO YAW CONTROL APPARATUS AND METHOD	Walter Gerd Oskar Sonneborn	Groen Brothers Aviation, Inc.
13/427,696 Attorney Docket No. 2413-2-20	ROTOR HUB AND BLADE ROOT FAIRING APPARATUS AND METHOD	Robert Owen White	Groen Brothers Aviation, Inc.
13/349,201 Attorney Docket No. 2413-2-34	ROTORCRAFT EMPENNAGE	Robert Owen White	Groen Brothers Aviation, Inc.
13/373,440 Attorney Docket No. 2413-2-39	COMPOSITE ROTOR BLADE FOR A REACTION DRIVE ROTORCRAFT	Robert Owen White	Groen Brothers Aviation, Inc.

Patent/ Application	Title	Inventors	Owner
13/605,951 Attorney Docket No. 2413-2-45	ROTORCRAFT EMPENNAGE MOUNTING SYSTEM	Jacob J. van der Westhuizen	Groen Brothers Aviation, Inc.
13/373,414 Attorney Docket No. 2413-2-42	ROTOR-MAST- TILTING APPARATUS AND METHOD FOR LOWER FLAPPING LOADS	Jehan Zeb Khan	Groen Brothers Aviation, Inc.
13/373,412 Attorney Docket No. 2413-2-44	ROTOR-MAST- TILTING APPARATUS AND METHOD FOR OPTIMIZED CROSSING OF NATURAL FREQUENCIES	Jehan Zeb Khan	Groen Brothers Aviation, Inc.
13/373,420 Attorney Docket No. 2413-2-47	PRECISION-LOAD- DELIVERY ROTORCRAFT APPARATUS AND METHOD	David Groen	Groen Brothers Aviation, Inc.
13/623778 Attorney Docket No.2413-2-46	ROTORCRAFT, DYNAMIC, CG MANAGEMENT APPARATUS AND METHOD	Jacob Johannes van der Westhuizen	Groen Brothers Aviation, Inc.
13/373,433 Attorney Docket No. 2413-2-37	ROTOR CONFIGURATION FOR REACTION DRIVE ROTOR SYSTEM	Jacob Johannes van der Westhuizen	Groen Brothers Aviation, Inc.

II. Patent Assets Outside the U.S.

<u>Title</u>	<u>Jurisdiction</u>	<u>Patent/ Application</u>	<u>Applicant</u>	<u>Issue Date</u>	<u>Status</u>
Autogyro Aircraft	Korea	274443	Groen Brothers Aviation USA, Inc. (formerly Segto Tool, Inc.)	9/9/2000	Active
Autogyro Aircraft	Brazil	PI9306149.8	Groen Brothers Aviation USA, Inc. (formerly Segto Tool, Inc.)	3/25/1993	Active

Autogyro Aircraft	Canada	2,132,839	Groen Brothers Aviation USA, Inc. (formerly Segto Tool, Inc.)	12/10/2002	Active
Autogyro Aircraft	Spain	ES2111744	Groen Brothers Aviation USA, Inc. (formerly Segto Tool, Inc.)		Active
Autogyro Aircraft	Austria	AT160540	Groen Brothers Aviation USA, Inc. (formerly Segto Tool, Inc.)	12/15/1997	Active
Autogyro Aircraft	Australia	AU673828	Groen Brothers Aviation USA, Inc. (formerly Segto Tool, Inc.)	11/28/1996	Active
Autogyro Aircraft	Brazil	BR9306149	Groen Brothers Aviation USA, Inc. (formerly Segto Tool, Inc.)	6/23/1998	Active
Autogyro Aircraft	Germany	DE69315427	Groen Brothers Aviation USA, Inc. (formerly Segto Tool, Inc.)	7/2/1998	Active

III. Trademark Assets

Trademark	Jurisdiction	Status	Registration No.	Registration Date	Owner Name
HOMELAND DEFENDER	U.S.	Registered	2806567	January 20, 2004	Groen Brothers Aviation, Inc.