

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sentient Jet Charter, LLC		06/12/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	One Sky Flight, LLC		
Street Address:	355 Richmond Road		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44143		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2958316	ONESKY	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	216-515-1637		
Email:	hlarsen@frantzward.com		
Correspondent Name:	Hans L. Larsen		
Address Line 1:	127 Public Square, Suite 2500		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	ONE SKY FLIGHT		
NAME OF SUBMITTER:	Hans L. Larsen		
Signature:	/Hans L. Larsen/		

Date:

06/13/2013

Total Attachments: 4

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**TRADEMARK ASSIGNMENT  
(OneSky)**

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") is dated as of June 12, 2013, by Sentient Jet Charter, LLC, a Delaware limited liability company with a business address at 100 Grossman Drive – 4<sup>th</sup> Floor, Braintree, MA 02184 ("*Assignor*"), in favor of One Sky Flight, LLC, a Delaware limited liability company with a business address at 355 Richmond Road, Cleveland, Ohio 44143 ("*Assignee*").

WITNESSETH:

WHEREAS, Assignor is the registered owner of the trademark set forth on Exhibit A hereto (the "*Trademark*") and has adopted, used and is using exclusively in its business the Trademark; and

WHEREAS, Assignor desires to assign the Trademark to Assignee and Assignee desires to acquire the Trademark from Assignor.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. **Assignment.** Assignor does hereby sell, assign and transfer to Assignee, its successors and assigns, its entire right, title and interest, whether statutory or at common law, in and to the Trademark, together with the goodwill of the business symbolized by the Trademark, and together with the right to sue and collect damages and/or profits for past infringements of the Trademark, the intent hereof being to substitute Assignee in the place of Assignor.
2. **Issuance of Certificates of Registration.** Assignor further authorizes the Commissioner of Patents and Trademarks of the United States to record the Trademark and title thereto as the property of Assignee, its successors and assigns in accordance with the terms of this Assignment and to issue the certificates of registration in respect of the Trademark to Assignee, its successors and assigns in accordance with the terms of this Assignment.
3. **No Continued Use of Trademark by Assignor.** Immediately upon the execution and delivery to Assignee of this Assignment, Assignee shall have the exclusive and sole right to use the Trademark. Except as otherwise permitted by Assignee, Assignor's right to use the Trademark shall cease, and Assignor shall not be entitled to the continued use of the Trademark after the execution of this Assignment.
4. **Cooperation.** Assignor hereby covenants and agrees to cooperate with Assignee to enable Assignee to obtain, sustain, enforce and enjoy to the fullest extent all right, title and interest herein conveyed. Such cooperation by Assignor shall include, but not be limited to, the production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or

other papers, and other assistance all to the extent deemed reasonably necessary or desirable by Assignee, for: (a) perfecting in Assignee the right, title and interest herein conveyed; (b) filing any and all necessary documents, instrument and applications with any governmental agency with respect to Trademark, including all documents which must be filed with the U.S. Patent and Trademark Office to further effect this Assignment; and (c) any legal proceedings involving a Trademark, including any infringement actions pertaining to the Trademark.

5. Miscellaneous.

(a) Governing Law. This Assignment shall be construed, enforced, and governed by the internal laws of the State of Ohio without regard to conflicts of laws principles. Any dispute arising out of this Assignment shall be resolved in the any Federal or state court in Cleveland, Ohio and each party consents to the jurisdiction of such court in any such dispute and waives any objection to the laying of venue in such court.

(b) Binding Effect. Except as otherwise provided in this Assignment, every covenant, term and provision of this Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

(c) Severability. Every provision of this Assignment is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Assignment.

(d) Entire Agreement. This Assignment, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements or understandings between them. This Assignment may not be modified in any manner unless in writing and signed by the party against whom enforcement thereof is sought. No waiver of any breach or condition of this Assignment shall be deemed to be a waiver of any subsequent breach or condition of a like or different nature.


(e) Facsimile Signatures. Facsimile, email and other electronically transmitted signatures of the undersigned will have the same force and effect as original signatures.

(f) Headings. The headings of the paragraphs of this Assignment are for convenience and reference only and do not form a part hereof, and in no way modify, interpret or construe the understanding of the parties hereto.

(g) Waiver of Jury Trial. EACH PARTY TO THIS ASSIGNMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the day and year first above written.

SENTIENT JET CHARTER, LLC

By: \_\_\_\_\_  
Kenneth C. Ricci, Manager

**EXHIBIT A**  
**TRADEMARK**

All right, title and interest in respect of the word marks and logos for "OneSky" under U.S. Patent and Trademark Office Registration #2958316, dated May 31, 2005.