

## 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
Air2Web, Inc.		01/03/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GSO MMBU ACQUISITION LLC		
Street Address:	200 Bellevue Parkway		
Internal Address:	Suite 210		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19809		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3943628	A AIR2WEB	
Registration Number:	3934360	AIRCARE	
Registration Number:	3870879	A	
Registration Number:	2585927	AIR2WEB	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 455-7016		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Jasmine Kaufman, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	037155/0181		

TRADEMARK

NAME OF SUBMITTER:	Jasmine Kaufman
Signature:	/jk/
Date:	03/04/2014
<b>Total Attachments: 4</b> source=TM Assignment (Air2Web)#page1.tif source=TM Assignment (Air2Web)#page2.tif source=TM Assignment (Air2Web)#page3.tif source=TM Assignment (Air2Web)#page4.tif	

## **TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT (the "Assignment") is effective as of January 3, 2014 (the "Effective Date"), by and between Air2Web, Inc., a Delaware corporation (the "Assignor"), and GSO MMBU Acquisition LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor, Assignee and the other parties thereto have entered into that certain Amended and Restated Asset Purchase Agreement, dated as of January 3, 2014 (the "Purchase Agreement"), pursuant to which Assignee has acquired all of Assignor's right, title and interest in and to the Assigned Marks (as hereinafter defined);

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, including that set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee all of its right, title and interest in and to the trademarks set forth on Schedule A hereto, together with (i) all related common-law rights and the goodwill of the business associated therewith or symbolized thereby; (ii) the right to file for and obtain registrations for any of the foregoing; and (iii) the right to bring an action at law or in equity for any infringement, dilution or other unauthorized use of the foregoing prior to the Effective Date and to collect all damages and proceeds therefrom (the foregoing, collectively, "Assigned Marks"). Assignee shall hold all right, title and interest in and to the Assigned Marks as fully and exclusively as same would have been held and enjoyed by Assignor had the above assignment not been made.

2. At Assignee's request and expense, Assignor will take such further actions and execute promptly such further documents as are necessary or desirable to transfer, vest, record and perfect good, valid and marketable title to and rights in the Assigned Marks in Assignee. Assignor hereby authorizes Assignee to request the relevant registrars, registries and government entities and offices to record this Assignment and take all other necessary and desirable actions to further the intents and purposes of the Assignment.

3. This Assignment shall be governed by and construed in accordance with the Federal Bankruptcy Code, to the extent applicable, and where state law is implicated, the laws of the state of Delaware shall govern, without giving effect to the choice of law principles thereof (except for any laws of that state which would render such choice of laws ineffective), including all matters of construction, performance or validity. The United States Bankruptcy Court for the District of Delaware will have jurisdiction over any and all disputes or claims between and among Assignor and Assignee arising out of this Assignment. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*[signature page follows]*

AIR2WEB, INC.,  
as Assignor

By: *Sally Rau*  
Name: *Sally Rau*  
Title: *Director*

**GSO MMBU ACQUISITION LLC,**  
as Assignee

By: 

Name: Marisa Beeney

Title: Authorized Signatory

## **SCHEDULE A**

### **United States Trademarks and Trademark Applications**

Mark	App/Reg No. Filing Date/Reg Date
A and Air2Web (stylized)	Reg No. 3943628 Reg Date - Apr 12, 2011
AirCARE	Reg No. 3934360 Reg Date - Mar 22, 2011
A (stylized)	Reg No. 3870879 Reg Date - Nov 2, 2012
AIR2WEB	Reg No. 2585927 Reg Date - Jun 25, 2012