

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301916

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	09/26/2011		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Angel Jet Services, LLC	FORMERLY Angel MedFlight Worldwide Air Ambulance Services, LLC	11/04/2011	LIMITED LIABILITY COMPANY: ARIZONA
RECEIVING PARTY DATA			
Name:	Aviation West Charters, Inc.		
Doing Business As:	Angel MedFlight		
Street Address:	8014 East McClain Dr.		
Internal Address:	Suite 220		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85260		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3617351	ONE TOUCH PROMISE	
CORRESPONDENCE DATA			
Fax Number:	6026314529		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	602-631-9100		
Email:	pto_lcv@vcmlaw.com		
Correspondent Name:	Lance C. Venable		
Address Line 1:	1938 East Osborn Rd.		
Address Line 4:	Phoenix, ARIZONA 85016		
ATTORNEY DOCKET NUMBER:	PHLV1600-008		
NAME OF SUBMITTER:	Lance C. Venable		
SIGNATURE:	/Lance C. Venable/		
DATE SIGNED:	04/17/2014		
Total Attachments: 19			

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is executed and delivered as of November 4, 2011 (the "Contract Date"), by and among Aviation West Charters, Inc., a Colorado corporation ("Buyer"), Angel Jet Services, LLC, an Arizona limited liability company ("AJS"), and KLA Aerospace Services, LLC, an Arizona limited liability company (together with AJS, "Sellers"). Buyer and Sellers mutually agree to make this Agreement effective retroactive to September 26, 2011, (the "Effective Date").

Recitals:

A. Buyer and Sellers are affiliated entities and collectively own and operate an air ambulance business (the "Business").

B. In connection with a reorganization of the Business, Buyer desires to acquire all of Sellers' right, title and interest in and to the assets that are used in the operation of the Business, and Sellers desire to transfer the same to Buyer.

Agreements:

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, Buyer and Sellers agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein have the meanings assigned to them in Exhibit A.

2. Purchase and Sale of Assets. Upon the terms set forth in this Agreement, Sellers hereby irrevocably sell, assign, transfer, convey and deliver to Buyer, and Buyer hereby purchases and acquires from Sellers, all of Sellers' right, title and interest in and to the following assets (collectively, the "Assets"), subject to any Encumbrances on the Assets:

2.1 All fixed assets of Sellers used in the operation of the Business, including those set forth on Schedule 2.1;

2.2 All books and records related to the Business;

2.3 All Registrations, to the extent transferrable, including those set forth on Schedule 2.3;

2.4 All contracts and agreements to which Sellers are a party, including the contracts and agreements set forth on Schedule 2.4 (collectively, the "Assumed Contracts");

2.5 All Intellectual Property related to the Business, specifically including, but not limited to, all of Sellers' existing or pending trademarks, copyrights, patents, trade secrets, business processes, licenses, and trade names; this specifically includes, but is not limited to the right to use the trade names "Angel Medflight Worldwide Air Ambulance," "Angel Jet Services" and any iterations thereof;

2.6 All telephone and facsimile numbers and email addresses used in the operation of the Business;

2.7 All prepaid expenses which will inure to the benefit of the Business on and after the Effective Date;

2.8 All manufacturer's or other warranties related to the Assets;

2.9 All cash and cash equivalents of Sellers;

2.10 All accounts receivable of Sellers;

2.11 All of the goodwill of the Business; and

2.12 All other rights and assets owned or used by Sellers with respect to the Business.

3. Management of Non-Assigned Assets. To the extent that any Assets are subject to restrictions on assignment or sale which prohibit or limit Sellers' ability or authority to sell, assign, or transfer such Assets to Buyer, Sellers and Buyer hereby agree that Buyer shall be retained by Sellers to manage such Assets on the applicable Seller's behalf. Such Assets shall be referred to as "Managed Assets." For each Managed Asset, the applicable Seller hereby appoints Buyer as its agent, authorized representative and Attorney-in-fact to act on the applicable Seller's behalf for all matters relating to the Managed Asset, with powers including management, access to all records, and right to pay, settle, dispose of and collect any receivable or payable relating to the Managed Asset. Where required, Sellers agree to execute a separate Power-of-Attorney, authorization, or other document necessary to empower Buyer to act with respect to the Managed Assets.

4. Purchase Price. As consideration for the Assets, Buyer hereby assumes and agrees to pay, perform and discharge any and all known Liabilities of Sellers, including the Liabilities set forth on Schedule 3 (collectively, the "Assumed Liabilities"). The assumption of the Assumed Liabilities shall be the purchase price for the Assets.

5. Closing.

5.1 Effective Time. The transfer of the Assets and the closing of the Transactions shall be deemed to be effective at 12:00:01 a.m. retroactive to the Effective Date.

5.2 Deliveries by Sellers. Concurrently with the execution of this Agreement, Sellers are delivering or causing to be delivered to Buyer, all duly executed:

(a) A Bill of Sale in the form attached hereto as Exhibit B, together with specific assignments of any Assets requested by Buyer;

(b) All original Consents required; and

(c) Such other separate documents or instruments of sale, assignment, or transfer as Buyer has reasonably requested.

6. Representations and Warranties of Sellers. Sellers jointly and severally represent and warrant to Buyer that the statements contained in this Section 6, except as set forth in the Disclosure Schedules, are correct and complete as of the Effective Date.

6.1 Organization; Authority.

(a) Each Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Arizona. Sellers are each duly authorized, qualified and licensed under all applicable Laws to carry on the Business in the places and in the manner as presently conducted.

(b) Sellers each have the full legal right, power and authority to enter into this Agreement and to consummate the Transactions, except with respect to the Managed Assets. All limited liability company action of Sellers necessary to approve the Transactions has been taken.

6.2 Binding Agreement. Sellers have duly executed and delivered this Agreement, and this Agreement constitutes a legal, valid and binding obligation of Sellers, enforceable against Sellers in accordance with its terms.

6.3 No Conflict. The execution, delivery and performance of this Agreement by Sellers and the consummation of the Transactions do not and will not: (a) violate, conflict with or result in the breach of any provision of Sellers' articles of organization or operating agreement; (b) conflict with or violate any Law or Governmental Order applicable to the Assets, the Business or Sellers; or (c) except as set forth in Schedule 6.3(c), conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time would become a default) under, require any Consent under, or give to any other Person any rights of termination, amendment, acceleration, suspension, revocation or cancellation of, or result in the creation of any Encumbrance on the Assets or the other properties of Sellers pursuant to any note, bond, mortgage, indenture, contract, agreement, lease, sublease, license, permit, authorization, franchise or other instrument or arrangement to which either Seller is a party or by which any of the Assets or the Business are bound or affected.

6.4 Governmental Consents and Approvals. Except for Consents required with respect to the Registrations listed on Schedule 6.3(c), the execution, delivery and performance of this Agreement by Sellers do not and will not require any Consent or action by, filing with or notification to, any Governmental Authority.

6.5 Title to Assets. Sellers have good and marketable title to the Assets, subject to the Encumbrances created by the Assumed Liabilities, and, by virtue of the grant, conveyance, sale, transfer and assignment of the Assets hereunder, Buyer shall receive good and marketable title to the Assets, subject to the Encumbrances created by the Assumed Liabilities. The consummation of the Transactions will not result in any loss of, or the diminishment in value of, any Intellectual Property or the right to use any Intellectual Property. There is no

contract, agreement or other arrangement granting any Person any preferential right to purchase any of the Assets.

7. Representations and Warranties of Buyer. Buyer represents and warrants that the statements contained in this Section 6 are correct and complete as of the Effective Date.

7.1 Organization; Authority.

(a) Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Colorado, and is duly authorized, qualified and licensed under all applicable Laws to carry on its business in the places and in the manner presently conducted.

(b) Buyer has the full legal right, power and authority to enter into this Agreement and to consummate the Transactions. All corporate action of Buyer necessary to approve the Transactions has been taken.

7.2 Binding Agreement. Buyer has duly executed and delivered this Agreement, and this Agreement constitutes a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

7.3 No Conflict. The execution, delivery and performance of this Agreement by Buyer and the consummation of the Transactions do not and will not violate, conflict with, or result in a breach of any provision of Buyer's articles of incorporation or bylaws.

7.4 Governmental Consents and Approvals. The execution, delivery and performance of this Agreement by Buyer does not and will not require any Consent or other action by, filing with, or notification to, any Governmental Authority.

8. Covenants.

8.1 Further Assurance. From time to time on and after the Effective Date and without further consideration, the parties to this Agreement shall each deliver or cause to be delivered to any other parties, at such times and places as shall reasonably be requested, such additional instruments as any of the others may reasonably request for the purpose of carrying out this Agreement and the Transaction.

8.2 Additional Assets. If additional assets of Sellers or rights of Sellers forming a part of, used in or intended to be used in, or necessary in the conduct of, the Business, other than Excluded Assets, are identified after the Effective Date as not having been adequately transferred to Buyer, Sellers shall promptly transfer and assign to Buyer such assets or rights without additional consideration.

9. Dispute Resolution.

9.1 General. The parties agree that any disputes arising out of or related in any way to this Agreement, including a breach of this Agreement, shall be brought exclusively in the state or federal courts located in Maricopa County, Arizona. By execution and delivery of

this Agreement, with respect to any dispute, each of the parties knowingly, voluntarily and irrevocably (a) consents, for itself and in respect of its property, to the exclusive jurisdiction of these courts, (b) waives any immunity or objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may have from or to the bringing of the dispute in such jurisdiction, (c) waives any personal service of any summons, complaint or other process that may be made by any other means permitted by the State of Arizona, (d) waives any right to trial by jury, (e) agrees that any such dispute will be decided by court trial without a jury, (f) understands that it is giving up valuable legal rights under this Section 8.1, including the right to trial by jury, and that it voluntarily and knowingly waives those rights and (g) agrees that any party to this Agreement may file an original counterpart or a copy of this Section 8.1 with any court as written evidence of the consents, waivers and agreements of the parties set forth in this Section 9.1.

9.2 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona, without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Arizona.

9.3 Attorneys' Fees. Should any litigation or proceeding be commenced under this Agreement, the successful party in such litigation or proceeding shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding. For purposes of this clause, the term "successful party" means the net winner of the dispute, taking into account the claims pursued, the claims on which the pursuing party was successful, the amount of money sought, the amount of money awarded, and offsets or counterclaims pursued (successfully or unsuccessfully) by the other party. If a written settlement offer is rejected and the judgment or award finally obtained is equal to or more favorable to the offeror than an offer made in writing to settle, the offeror is deemed to be the successful party from the date of the offer forward.

10. General Provisions.

10.1 Assignment. This Agreement may not be assigned (except by operation of Law) or otherwise transferred without the express written consent of Sellers and Buyer (which may be granted or withheld in the sole and absolute discretion of Sellers and Buyer).

10.2 Binding Effect. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their successors and permitted assigns.

10.3 Amendment. This Agreement may not be amended except by a written instrument executed by each party to this Agreement.

10.4 Entire Agreement. This Agreement (together with the other agreements contemplated by this Agreement) is the final, complete and exclusive statement of the agreement among the parties with relation to the subject matter of this Agreement. There are no oral representations, understandings or agreements covering the same subject matter as this Agreement. This Agreement supersedes and cannot be varied, contradicted or supplemented by

evidence of, any prior or contemporaneous discussions, correspondence, or oral or written agreements or arrangements of any kind.

10.5 Counterparts. This Agreement may be executed in two or more original or electronic counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

10.6 Notices. All notices or other communications required or permitted under this Agreement shall be in writing and may be given by depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, by overnight courier, or by delivering the same in person to such party, addressed as follows:

If to Sellers, addressed to:

8014 East McClain Drive, Suite 220
Scottsdale, AZ 85260

If to Buyer, addressed to:

8014 East McClain Drive, Suite 220
Scottsdale, AZ 85260

Notice shall be deemed given and effective the day personally delivered, the business day after being sent by overnight courier, subject to signature verification, and three days after deposit in the U.S. mail of a writing addressed and sent as provided above. Any party may change the address for notice by notifying the other parties of such change in accordance with this Section 9.6.

10.7 Waiver. No delay of or omission in the exercise of any right, power or remedy accruing to any party as a result of any breach or default by any other party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or in any similar breach or default occurring later. No waiver of any single breach or default shall be deemed a waiver of any other breach or default occurring before or after that waiver.

10.8 Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall, to the extent possible, be modified in such manner as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

10.9 Construction. The headings in this Agreement are inserted for convenience only, and shall not constitute a part of this Agreement or be used to construe or interpret any of its provisions. The parties have participated jointly in negotiating and drafting this Agreement. If a question of interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or

disfavoring any party by virtue of the authorship of any provision of this Agreement. Any reference to any statute shall be deemed to refer to the statute, as amended, and to all rules and regulations promulgated thereunder, as amended, unless the context requires otherwise. The word "include" or "including" means include or including, without limitation. The representations, warranties and covenants in this Agreement shall have independent significance.

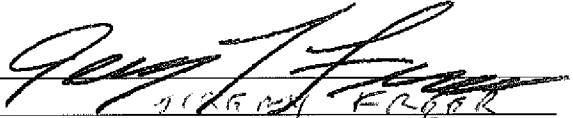
10.10 Time of the Essence. Time is of the essence of this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, Buyer and Sellers have caused this Agreement to be executed as of the date first written above.

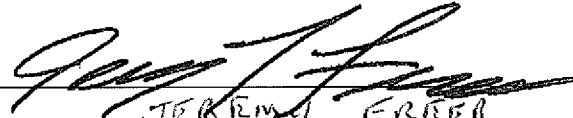
BUYER:

Aviation West Charters, Inc.

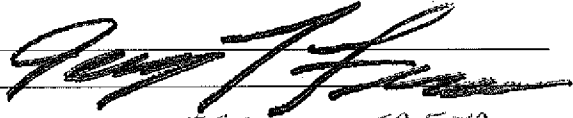
By: 
Name: JEREMY FRAKER
Title: PRESIDENT / OWNER

SELLERS:

Angel Jet Services, LLC

By: 
Name: JEREMY FRAKER
Title: MEMBER / OWNER

KLA Aerospace Services, LLC

By: 
Name: JEREMY FRAKER
Title: MEMBER / OWNER

INDEX OF EXHIBITS AND SCHEDULES

Exhibit A	Definitions
Exhibit B	Bill of Sale
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Schedule 2.3	Registrations
Schedule 2.4	Assumed Contracts
Schedule 4	Assumed Liabilities
Schedule 6.3(c)	Consents

EXHIBIT A

Definitions

“Action” means any claim, action, suit, dispute, formal or informal arbitration or mediation, inquiry, proceeding or investigation by or before any Governmental Authority or private authority.

“Affiliate” means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person.

“Consents” means those authorizations, consents, waivers, orders, approvals and clearances of Governmental Authorities and officials and other Persons which are necessary for the sale and transfer to Buyer of the Assets or the consummation of the Transactions where the approval of any other Person may be required.

“Disclosure Schedules” means the Disclosure Schedules prepared by Sellers and delivered to Buyer and attached to the Agreement.

“Encumbrance” means any security interest, pledge, mortgage, deed of trust, lien (including environmental and Tax liens), charge, judgment, encumbrance, adverse claim, claim arising under Section 506(c) of the Bankruptcy Code (Title 11 of the United States Code), preferential arrangement, fraudulent transfer or other avoidance claim or restriction of any kind, including any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership, and any lien, interest, restriction or limitation arising from or relating to personal or other property Tax, sales and transaction privilege, claim of successor liability for any alleged unpaid sales or other Tax, and any other lien or assessment of any Governmental Authority, whether or not allowable, recorded or contingent.

“Governmental Authority” means any United States federal, state or local or any foreign government, governmental, regulatory or administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body.

“Governmental Order” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“Intellectual Property” means (a) inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, provisionals and patent disclosures, together with all reissuances, continuations, continuations-in-part, divisions, revisions, extensions and reexaminations, and all foreign counterparts thereof; (b) trademarks, service marks, trade dress, logos, trade names, Internet domain names and addresses and corporate names, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith, copyrightable works, all copyrights and all applications, registrations, renewals, compilations or derivative works, whether published or unpublished, in connection therewith; (c) mask works and all applications, registrations and renewals in connection therewith; (d) trade secrets and confidential Business

and marketing information, however documented; (e) proprietary computer software and programs (including object code and source code, development tools, subroutines, command structures, algorithms, menus, programming techniques) and other proprietary rights and copies and tangible embodiments thereof (in whatever form or medium); (f) database technologies, text, pictures, sound, video, graphics, icons, symbols, web site "look and feel," systems, structures and architectures (including all processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods and information) and any other related information, however, documented; and (g) any similar or equivalent rights to any of the foregoing anywhere in the world.

"Law" means any federal, state, local or foreign statute, law, ordinance, regulation, rule, code, Governmental Order, requirement or rule of common law, including any Environmental Law.

"Liabilities" means all debts, liabilities and obligations, whether legal or equitable, accrued or fixed, absolute or contingent, matured or unmatured, determined or determinable, foreseen or unforeseen, ordinary or extraordinary, patent or latent, including those arising under any Law or Action and those arising under any contract, agreement, arrangement, commitment or undertaking.

"Person" means any individual, partnership, firm, corporation, limited liability company, association, trust, unincorporated organization, Governmental Authority or other entity.

"Registrations" means all registrations, permits, licenses, franchises, consents and approvals of every kind necessary or relating to the Business or the Assets.

"Tax" or "Taxes" means any and all taxes, fees, levies, duties, tariffs, imposts and other charges of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any Governmental Authority or taxing authority, including: taxes or other charges on or with respect to income, franchises, windfall or other profits, gross receipts, property, minimum, alternative minimum, estimated, sales, use, capital stock, payroll, employment, social security, workers' compensation, unemployment compensation, or net worth; taxes or other charges in the nature of excise, withholding, ad valorem, stamp, transfer, value added, or gains taxes; license, registration and documentation fees; and customs duties, tariffs, and similar charges.

"Transactions" means the transactions contemplated by this Agreement.

"Transferred Employees" mean those employees of Seller AJS listed on Exhibit C hereto.

EXHIBIT B

BILL OF SALE

THIS BILL OF SALE is executed and delivered effective retroactive to September 26, 2011, by Angel Jet Services, LLC, an Arizona limited liability company, and KLA Aerospace Services, LLC, an Arizona limited liability company (together, "Sellers"), in favor of Aviation West Charters, Inc., a Colorado corporation ("Buyer"), pursuant to, and subject to the terms of, that certain Asset Purchase Agreement of even date herewith, by and between among Sellers and Buyer (the "Asset Purchase Agreement"). Capitalized terms not otherwise defined in this Bill of Sale shall have the meanings given to such terms in the Asset Purchase Agreement.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, Sellers agree as follows:

Sellers hereby grant, bargain, sell, transfer, assign and convey to Buyer all right, title and interest of Sellers in and to the Assets. Sellers further covenant and agree that they will at the request of Buyer deliver or cause to be delivered, at such times and places as shall be reasonably requested, such additional instruments as Buyer may reasonably request to assure, convey and confirm unto Buyer, its successors or its assigns, full title, right and interest in or to the Assets.

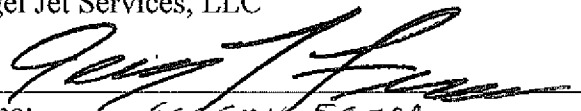
No provisions set forth in this Bill of Sale shall be deemed to enlarge, alter or amend the terms and provisions of the Asset Purchase Agreement. In the event of any conflict between the provisions of this Bill of Sale and the provisions of the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

This Bill of Sale shall be governed by and construed in accordance with the internal laws of the State of Arizona, without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Arizona.

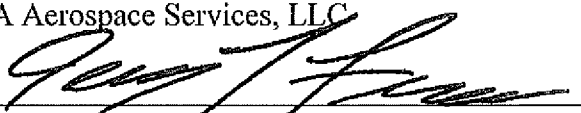
IN WITNESS WHEREOF, Sellers have executed and delivered this Bill of Sale effective as of the date first above written.

SELLERS:

Angel Jet Services, LLC

By: 
Name: JEREMY FRERRA
Title: MEMBER/OWNER

KLA Aerospace Services, LLC

By: 
Name: JEREMY FRERRA
Title: MEMBER/OWNER

TRADEMARK

REEL: 005263 FRAME: 0502

EXHIBIT C

TRANSFERRED EMPLOYEES

Employees Moved to AWC October 14, 2011:

1. Carl Anderson
2. James Anderson
3. Jennifer Ball
4. Joel Bennett
5. Caryn Braun
6. Mathew Butler
7. Chaleece Caldwell
8. Rick Caldwell
9. Callie Dahlgren
10. Jennifer Dahlgren
11. Rebecca Freeman
12. Jeremy Freer
13. Mary Katherine Fregoso
14. Cassandra Graper
15. Claudia Hedt
16. Anita Jacobs
17. Joseph Logalbo
18. Julie Longmire
19. Tammy Masters
20. John McKenna
21. Richard Oeltjen
22. Sarah Payton
23. Jeff Raebel
24. Renee Ramirez
25. Darren Thenell
26. Melinda Tran

Employees Moved October 28, 2011:

1. Roberto Antonio
2. Ian Conner
3. Lisa Counters
4. Amanda Crutchfield
5. James Curtin
6. Bryan Douglas
7. Jaci Douglas
8. Daniela Geneva
9. Kimberly Halloran
10. Cheri Lord

Schedule 2.1

Fixed Assets

Fixed Assets of Angel Jet Services, LLC:

1. Lease Agreement.

Fixed Assets of KLA Aerospace Services, LLC:

1. 1975 LearJet 35, FAA Registration Number N135AJ, Serial Number 036, and all engines, avionics and other equipment related thereto;
2. 1993 LearJet 60, FAA Registration Number N160KJ, Serial Number 005, and all engines, avionics and other equipment related thereto;
3. 1993 LearJet 60, FAA Registration Number N732LH, Serial Number 021, and all engines, avionics and other equipment related thereto.

Schedule 2.3

Registrations

Registrations of Angel Jet Services, LLC:

1. Article of Organization filed with the Arizona Corporation Commission.

Registrations of KLA Aerospace Services, LLC:

1. Articles of Organization on file with the Arizona Corporation Commission.

Schedule 2.4

Assumed Contracts

Assumed Contracts of Angel Jet Services, LLC:

1. Business Loan Agreement, dated April 15, 2011, among Angel Jet Services, LLC, KLA Aerospace Services, LLC and UMB Bank Arizona, N.A.
2. Promissory Note, dated December 22, 2010, made by Angel Jet Services, LLC and KLA Aerospace Services, LLC in favor of UMB Bank Arizona, N.A.
3. Promissory Note, dated January 24, 2011, made by Angel Jet Services, LLC and KLA Aerospace Services, LLC in favor of UMB Bank Arizona, N.A.
4. Promissory Note, dated April 15, 2011, made by Angel Jet Services, LLC and KLA Aerospace Services, LLC in favor of UMB Bank Arizona, N.A.
5. Aircraft Security Agreement, dated December 22, 2010, executed by Angel Jet Services, LLC and KLA Aerospace Services, LLC in favor of UMB Bank Arizona, N.A. with respect to 1975 LearJet 35, FAA Registration Number N351AJ, Serial Number 036.
6. Aircraft Security Agreement, dated April 15, 2011, executed by Angel Jet Services, LLC and KLA Aerospace Services, LLC in favor of UMB Bank Arizona, N.A. with respect to 1993 LearJet 60, FAA Registration Number N60KJ, Serial Number 005.
7. Agreement to Provide Insurance, dated January 24, 2011, executed by Angel Jet Services, LLC.
8. All Agreements and obligations relating to the Transferred Employees.

Assumed Contracts of KLA Aerospace Services, LLC:

1. Business Loan Agreement, dated April 15, 2011, among Angel Jet Services, LLC, KLA Aerospace Services, LLC and UMB Bank Arizona, N.A.
2. Promissory Note, dated December 22, 2010, made by Angel Jet Services, LLC and KLA Aerospace Services, LLC in favor of UMB Bank Arizona, N.A.
3. Promissory Note, dated January 24, 2011, made by Angel Jet Services, LLC and KLA Aerospace Services, LLC in favor of UMB Bank Arizona, N.A.
4. Promissory Note, dated April 15, 2011, made by Angel Jet Services, LLC and KLA Aerospace Services, LLC in favor of UMB Bank Arizona, N.A.
5. Aircraft Security Agreement, dated December 22, 2010, executed by Angel Jet Services, LLC and KLA Aerospace Services, LLC in favor of UMB Bank Arizona, N.A. with respect to 1975 LearJet 35, FAA Registration Number N351AJ, Serial Number 036.

6. Aircraft Security Agreement, dated April 15, 2011, executed by Angel Jet Services, LLC and KLA Aerospace Services, LLC in favor of UMB Bank Arizona, N.A. with respect to 1993 LearJet 60, FAA Registration Number N60KJ, Serial Number 005.

7. Aircraft Security Agreement, dated November 2, 2011, executed by Angel Jet Services, LLC and KLA Aerospace Services, LLC in favor of UMB Bank Arizona, N.A. with respect to 1995 LearJet 60, FAA Registration Number N732LH, Serial Number 021.

8. Agreement to Provide Insurance, dated January 24, 2011, executed by KLA Aerospace Services, LLC.

9. Agreement to Provide Insurance, dated April 15, 2011, executed by KLA Aerospace Services, LLC.

10. Agreement to Provide Insurance, dated November 2, 2011, executed by KLA Aerospace Services, LLC.

11. Any and all documents relating to the purchase, financing, or acquisition of 1995 LearJet 60, dated November 2, 2011.

Schedule 4

Assumed Liabilities

Assumed Liabilities of Angel Jet Services, LLC:

1. All amounts due to UMB Bank Arizona, N.A., including amounts due under those certain Promissory Notes, dated December 22, 2010, January 24, 2011, April 15, 2011, and November 2, 2011 made by Angel Jet Services, LLC and KLA Aerospace Services, LLC in favor of UMB Bank Arizona, N.A.
2. All amounts due with respect to credit cards held in the name of Angel Jet Services, LLC, including those issued by UMB Bank Arizona, N.A., Bank of America, American Express and Merrill Lynch.
3. All Liabilities under the Assumed Contracts to which Angel Jet Services, LLC is a party.
4. All liabilities relating to the Transferred Employees.

Assumed Liabilities of KLA Aerospace Services, LLC:

1. All amounts due to UMB Bank Arizona, N.A., including amounts due under those certain Promissory Notes, dated December 22, 2010, January 24, 2011, April 15, 2011, and November 2, 2011 made by Angel Jet Services, LLC and KLA Aerospace Services, LLC in favor of UMB Bank Arizona, N.A.
2. All amounts due to Angel Jet Services, LLC.
3. All Liabilities under the Assumed Contracts to which KLA Aerospace Services, LLC is a party.

Schedule 6.3(c)

Consents

Required Consents of Angel Jet Services, LLC:

1. UMB Bank Arizona, N.A.

Required Consents of KLA Aerospace Services, LLC:

1. UMB Bank Arizona, N.A.