

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM302701

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Summit Air Charters Limited Partnership		05/31/2013	LIMITED LIABILITY LIMITED PARTNERSHIP: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	8199400 Canada Inc.		
<b>Street Address:</b>	201, 1253-91 Street SW		
<b>City:</b>	Edmonton, Alberta		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	T6X 1E9		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85942607	SUMMIT AIR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4032647084		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	(403) 260-8564		
<b>Email:</b>	nkathol@fieldlaw.com		
<b>Correspondent Name:</b>	Neil F. Kathol		
<b>Address Line 1:</b>	400, 604 - 1st Street S.W.		
<b>Address Line 4:</b>	Calgary, Alberta, CANADA T2P 1M7		
<b>ATTORNEY DOCKET NUMBER:</b>	52749-22		
<b>NAME OF SUBMITTER:</b>	Neil Kathol		
<b>SIGNATURE:</b>	/NeilKathol/		
<b>DATE SIGNED:</b>	04/25/2014		
<b>Total Attachments: 1</b>			
source=Assignment SUMMIT Summit LP to 8199400 (C1765818x9D71A)#page1.tif			

OP \$40.00 85942607

THIS AGREEMENT dated the 31<sup>st</sup> day of May, 2013 (the "Effective Date")

BETWEEN:

**SUMMIT AIR CHARTERS LIMITED PARTNERSHIP**, by its General Partner, **SUMMIT AIR CHARTERS INC.**, having an office at 201, 1253 – 91 Street SW, Edmonton, AB T6X 1E9

(the "Assignor")

AND:

**8199400 CANADA INC.**, having an office at 201, 1253 – 91 Street SW, Edmonton, AB T6X 1E9

(the "Assignee")

**ASSIGNMENT AGREEMENT**

WHEREAS:

- A. The Assignor is the legal and beneficial owner of certain rights, title and interests in and to intellectual property (the "Intellectual Property"), including, without limit, the trade names "Summit Air Charters" and "Summit Air", and their associated trade-marks (collectively, the "Trademarks"); and
- B. By a separate instrument dated May 31, 2013, all of the assets of the Assignor, including all of the Assignor's right, title and interests in and to the Trademarks, are to be distributed and transferred to the Assignee effective as of the Effective Date.

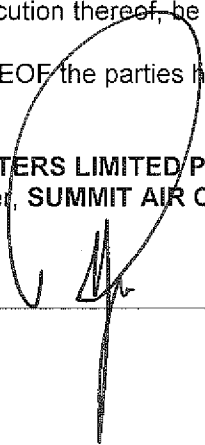
NOW THEREFORE in consideration of the mutual covenants and agreements herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree with each other as follows:

- 1. The Assignor absolutely assigns, transfers and sets over unto the Assignee all of the Assignor's right, title and interests in and to the Intellectual Property, including all right, title and interest in and to the Trademarks, as of the Effective Date.
- 2. The preamble to this Agreement is integral to, forms part of and is incorporated into, this Agreement.
- 3. This Agreement shall enure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.
- 4. This Agreement may be executed in counterparts, by facsimile or by other electronic means, and all such counterparts taken together shall constitute one and the same instrument, and shall, notwithstanding the dates of execution thereof, be deemed to have effect as of the Effective Date.

IN WITNESS WHEREOF the parties hereto execute this Agreement as of the date first above written.

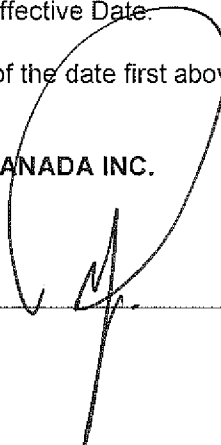
**SUMMIT AIR CHARTERS LIMITED PARTNERSHIP,**  
by its General Partner, **SUMMIT AIR CHARTERS INC.**

Per:

  
\_\_\_\_\_

**8199400 CANADA INC.**

Per:

  
\_\_\_\_\_

**TRADEMARK**