

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306306

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aviation West Charters, Inc.		06/02/2014	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Travel Assurance Promise, LLC		
Street Address:	16221 North Scottsdale Rd.		
Internal Address:	A-6-A #469		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85254		
Entity Type:	LIMITED LIABILITY COMPANY: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4533978	TRAVEL ASSURANCE 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 using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	602-631-9100		
Email:	pto_lcv@vclmlaw.com		
Correspondent Name:	Lance C. Venable		
Address Line 1:	1938 East Osborn Rd.		
Address Line 2:	Venable, Campillo, Logan & Meaney, P.C.		
Address Line 4:	Phoenix, ARIZONA 85016		
ATTORNEY DOCKET NUMBER:	PHLV1600-001		
NAME OF SUBMITTER:	Lance C. Venable		
SIGNATURE:	/Lance C. Venable/		
DATE SIGNED:	06/02/2014		
Total Attachments: 3			
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OP \$40.00 4533978

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is dated as of May 28, 2014 (the "Effective Date") between Aviation West Charters, Inc. ("AWC"), a Colorado corporation with its principal place of business located in Scottsdale, Arizona; and Travel Assurance Promise, LLC ("TAP"), an Arizona limited liability company with its principal place of business located in Scottsdale, Arizona.

RECITALS

WHEREAS, TAP desires to obtain all ownership interest and good will in a trademark owned by AWC upon the terms and conditions in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which the Parties to this Agreement acknowledge, the Parties agree as follows:

1. DEFINITIONS:

1.1. "Travel Assurance Promise Trademark" means the trademark owned by AWC that was first used on March 12, 2012 and registered with the U.S. Patent and Trademark Office on May 20, 2014 for use with administering membership programs in the nature of arranging air medical transportation – Registration No. 4,533,978.

1.2. "Effective Date" means the date this Agreement is fully executed by the Parties.

2. TRADEMARK ASSIGNMENT

2.1. AWC hereby assigns to TAP all rights, title, interest, and good will in the TRAVEL ASSURANCE PROMISE trademark including the registration.

2.2. In consideration for the assignment of the rights to the Trademark, TAP has provided to AWC \$ 1.0 prior to the parties executing this Agreement.

3. REPRESENTATIONS AND WARRANTIES

3.1. Each Party represents and warrants that:

3.1.1. it has the power and authority to enter into this Agreement, and the execution, delivery and performance of this Agreement and the transactions and other documents contemplated have been duly authorized by all necessary corporate action on the part of the Parties,

3.1.2. this Agreement has been executed and delivered by the authorized officers of each Party, and constitutes a legal, valid and binding obligation of the Party,

fully enforceable against such Party in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium, and similar laws of general applicability relating to or affecting creditors' rights, and general equity principles.

- 3.2. AWC represents and warrants that it owns all of the rights in the TRAVEL ASSURANCE PROMISE Trademark free of any liens or encumbrances that would prevent it from making this assignment to TAP.

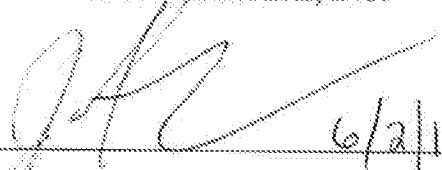
4. MISCELLANEOUS

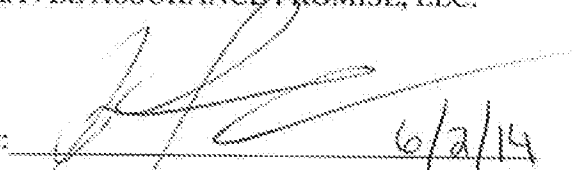
- 4.1. AWC agrees to execute and deliver all documents and do all things as may be reasonably necessary and proper to effect this assignment.
- 4.2. AWC affirms that this Agreement is not inconsistent with the terms of any other agreement into which it has entered.
- 4.3. AWC agrees that it will not enter into an agreement creating any obligation in conflict with this agreement.
- 4.4. Headings. The headings contained in this Agreement are inserted for convenience of reference only and will not affect in any way the meaning or interpretation of this Agreement.
- 4.5. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the TRAVEL ASSURANCE PROMISE trademark assignment, and supersedes all prior agreements or negotiations, between the Parties, oral and written.
- 4.6. Governing Law. This Agreement, including all matters of construction, validity and performance, will be governed by the laws of the state of Arizona.
- 4.7. Severability. This Agreement is severable; the invalidity or unenforceability of any term or provision of this Agreement will not affect the validity or enforceability of this Agreement or of any other term.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective authorized officers.

AVIATION WEST CHARTERS, INC.

TRAVEL ASSURANCE PROMISE, LLC.

By:  6/2/14
Jeremy Freer – President/CEO Date

By:  6/2/14
Jeremy Freer – Member Date