

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308241

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alfred T. Giuliano, solely in his capacity as Chapter 7 Trustee for Evergreen International Aviation, Inc.		06/13/2014	CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	Mojave Jet Asset Services, LLC		
Street Address:	P.O. Box 638		
City:	Nolensville		
State/Country:	TENNESSEE		
Postal Code:	37135		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1149162	EVERGREEN	
Registration Number:	1142111	QUALITY WITHOUT COMPROMISE	
Registration Number:	3610557	SUPERTANKER	
CORRESPONDENCE DATA			
Fax Number:	3125693459		
<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:	3125691459		
Email:	melissa.dillenbeck@dbr.com, linda.prainito@dbr.com		
Correspondent Name:	Drinker Biddle & Reath LLP		
Address Line 1:	191 North Wacker Drive, Suite 3700		
Address Line 2:	c/o Melissa S. Dillenbeck, Esq.		
Address Line 4:	Chicago, ILLINOIS 60606-1698		
ATTORNEY DOCKET NUMBER:	511315		
NAME OF SUBMITTER:	Melissa S. Dillenbeck		
SIGNATURE:	/Melissa S. Dillenbeck/		
DATE SIGNED:	06/20/2014		
Total Attachments: 6			

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UNITED STATES TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, made this 13th day of June, 2014, by and between Alfred T. Giuliano, solely in his capacity as Chapter 7 Trustee (acting in such capacity, "Assignor") for Evergreen International Aviation, Inc., a corporation organized under the laws of the state of Oregon ("Debtor")(Debtor under Case No. 1:13-bk-13364 (MFW) in the United States Bankruptcy Court for the District of Delaware), and Mojave Jet Asset Services, LLC ("Assignee"), a limited liability company organized under the laws of the State of Delaware,

WHEREAS, Assignor is acting on behalf of Debtor, which is the owner of and has adopted, used and is using the trademarks listed in Schedule A attached hereto and made a part hereof (such trademarks identified in Schedule A are hereinafter referred to as the "Marks"); and

WHEREAS, Assignee wishes to acquire from Assignor Debtor's right, title and interest in and to the Marks as listed in Schedule A together with the goodwill of the business in connection with which the Marks are used; and

WHEREAS, Assignor, on behalf of Debtor, wishes to assign the Marks together with the goodwill of the business in connection with which the Marks are used;

NOW, THEREFORE, in consideration of the Purchase Price being paid by Assignee (or its affiliate) to Assignor, for the Marks and other assets of Debtor, in United States currency pursuant to that certain Asset Purchase Agreement, as amended, by and between, among others, Assignor and Jet Midwest Group, LLC, an affiliate of Assignee, initially dated as of April 21, 2014 (the "Purchase Agreement") and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, grant, assign, transfer, convey and deliver to Assignee all of Debtor's right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used and including the subject matter of all claims which may be obtained therefrom for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the said Debtor if this assignment had not been made; together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue

for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the U.S. Patent and Trademark Office to record Assignee as the owner of the entire right, title and interest in and to the Marks, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Subject to the provisions set forth in the Purchase Agreement, Assignor shall execute and deliver further instruments of transfer and assignment and take such other action as Assignee may reasonably request to more effectively transfer and assign to and vest in Assignee each of the Marks; provided that nothing herein shall be deemed to require Assignor to execute or deliver any such further document or instrument or take any such action to the extent that the same could in any material way increase the burdens, obligations or liabilities otherwise imposed upon Assignor by the Agreement.

Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment on behalf of the Debtors in accordance with and subject to all of the terms and provisions of the Agreement (including, without limitation, those set forth in Section 6 of the Agreement).


[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this assignment to be signed and executed by their duly undersigned officers and agents on the date and year first above written.

Assignor

Assignee

Mojave Jet Asset Services, LLC



Alfred T. Guiliano, solely in his capacity
as Chapter 7 Trustee of the Debtor

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Assignor and Assignee have caused this assignment to be signed and executed by their duly undersigned officers and agents on the date and year first above written.

Assignor

Assignee
Mojave Jet Asset Services, LLC

Alfred T. Guiliano, solely in his capacity
as Chapter 7 Trustee of the Debtor

By: 

Name: ERIC HANES

Title: DESIGNATED PERSON

Schedule A

Marks

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Schedule I

Trademarks

Jurisdiction	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner	Status
United States	EVERGREEN	1,149,167	3/24/1981	Evergreen International Aviation, Inc. (Oregon corp.)	Registered
United States	QUALITY WITHOUT COMPROMISE	1,142,111	12/2/1980	Evergreen International Aviation, Inc. (Oregon corp.)	Registered
United States	SUPER TANKER	3,610,557	4/21/2009	Evergreen International Aviation, Inc.	Registered