

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319866

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.		06/24/2014	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Aviation West Charters, LLC		
Street Address:	8014 E McClain Drive		
Internal Address:	Suite 220		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85260		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4504188	AVIATION WEST CHARTERS	
Registration Number:	4446674	AW	
Serial Number:	86050358	ANGEL MEDFLIGHT PRODUCTIONS	
Registration Number:	4383869	A	
Registration Number:	4510496	MY REAL LIFE MOMENT	
Registration Number:	0528712		
Registration Number:	4095574	BEDSIDE-TO-BEDSIDE	
Registration Number:	3617351	ONE TOUCH PROMISE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	btroutman@winston.com, trademarkny@winston.com		
Correspondent Name:	BECKY L. TROUTMAN		
Address Line 1:	101 CALIFORNIA STREET		
Address Line 2:	WINSTON & STRAWN LLP		
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	BLT - AVIATION WEST		
NAME OF SUBMITTER:	Becky L. Troutman		

CH \$215.00 4504188

SIGNATURE:	/BLT by trademarkny/
DATE SIGNED:	10/13/2014
Total Attachments: 5 source=Aviation West Trademark_Assignment_Agreement#page1.tif source=Aviation West Trademark_Assignment_Agreement#page2.tif source=Aviation West Trademark_Assignment_Agreement#page3.tif source=Aviation West Trademark_Assignment_Agreement#page4.tif source=Aviation West Trademark_Assignment_Agreement#page5.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is dated as of this 24th day of June, 2014 (the "Assignment"), by and between Aviation West Charters, Inc., a Colorado corporation (hereinafter "Assignor") and Aviation West Charters, LLC, a Delaware limited liability company (hereinafter "Assignee").

WHEREAS, Assignor owns the trademarks and trademark registrations identified on the attached Schedule A (hereinafter the "Marks");

WHEREAS, pursuant to the Asset Purchase Agreement dated as of June 24, 2014 by and among Assignor, Assignee and the other parties thereto, Assignor agrees to assign, transfer and convey all of its right, title and interest in and to the Marks; and

WHEREAS, Assignee is desirous of acquiring the Marks and all of Assignor's rights therein, including the goodwill of the business associated therewith, as well as all common-law rights and all federal trademark and service mark registrations and applications identified on Schedule A attached hereto and made a part hereof.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignor hereby conveys, transfers and assigns to Assignee all of Assignor's rights, title and interest in and to the Marks, all associated common-law rights, all federal registrations and applications identified on Schedule A, together with the goodwill of the business symbolized thereby.

Assignor further assigns to Assignee all rights to sue for and receive all damages occurring from past infringing uses of the Marks.

Assignor agrees that at any time and from time to time after the date hereof, at the reasonable request of Assignee, Assignor shall execute and deliver such other instruments and take such action as Assignee may reasonably request to transfer, convey and assign to Assignee, and to confirm Assignee's right, title and interest in and to the Marks and to assist Assignee in exercising all rights with respect thereto.

Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any Person, other than the parties to this Assignment, any rights, obligations, claims, liabilities or remedies.

This Assignment shall bind and inure to Assignee and Assignor and their respective successors and assigns.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

[signature page follows]

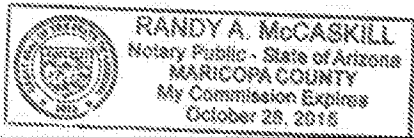
IN WITNESS WHEREOF, the Assignors have duly executed this Trademark Assignment as of the date first written above.

AVIATION WEST CHARTERS, INC

By: [Signature]
Name: JEREMY FROCK
Title: PRESIDENT/CEO

STATE OF ARIZONA)
)
COUNTY OF)

On this 23rd day of June 2014 before me, a Notary Public, personally appeared Jeremy Frock to me known and known to me to be the person of that name, who, being duly sworn, did state and acknowledge on his oath that he is the Pres./CEO of Aviation West Charters, Inc. who signed the foregoing instrument and acknowledged the same to be his/her free act and deed.



[Signature]
Notary Public

My Commission Expires

SCHEDULE A

Trademarks/Trade Names

Aviation West Charters®
4/1/14)

U.S. Trademark Reg. No. 4,504,188 (Registered

Aviation West Charters, Inc.® logo
12/10/13)

U.S. Trademark Reg. No. 4,446,674 (Registered



Angel MedFlight
7/7/13)

Madrid Protocol Reg. No. 1-172-999 (Registered

European Union, App. No. 1-172-999 (Pending,
filed 9/5/13, application is under opposition period
until 6/6/2014)

China, Reg. No. 1-172-999 (Registered 7/7/13)

Japan, App. No. 1-172-999 (Pending, filed 7/7/13,
has an outstanding refusal – response due
7/24/2014)

Mexico, Reg. No. 1-172-999 (Registered in Classes
39 and 44; Pending in Class 35)

Philippines, App. No. PH/M/0/1172999 (Pending,
filed 7/7/13)

Brazil Trademark App. No. 840571810 (Pending,
filed 7/8/13)

Brazil Trademark App. No. 840571844 (Pending,
filed 7/8/13)

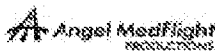
Brazil Trademark App. No. 840571852 (Pending,
filed 7/8/13)

Costa Rica, App. No. 2013-0005966 (Pending, filed
7/8/13)

Canadian Trademark, App. No. 1635261 (Pending,
filed 7/8/13)

Angel MedFlight Productions & logo

U.S. Trademark Serial No. 86/050358 (1/7/13)



A logo
8/13/13)



U.S. Trademark Reg. No. 4,383,869 (Registered

Madrid Protocol Reg. No. 1-172-002 (Registered

7/7/13)

7/7/13)	European Union, Reg. No. 1-172-002 (Registered China [Seller to provide post-Closing] Japan, Reg. No. 1-172-002 (Registered 7/7/13) Second part of fees due 7/17/2014 Mexico, Reg. No. 1-172-002 (Registered in Classes 39 and 44; Pending in Class 35) Philippines App. No. PH/M/0/1172002 (Pending, filed 7/7/13) Canadian Trademark, App. No. 1635260 (Pending, filed 7/8/13) Brazil Trademark, App. No. 840571860 (Pending, filed 7/8/13) Brazil Trademark, App. No. 840571879 (Pending, filed 7/8/13) Brazil Trademark, App. No. 840571887 (Pending, filed 7/8/13) Costa Rica, App. No. 2013-0005967 (Pending, filed 7/8/13)
My Real Life Moment® 4/8/14)	U.S. Trademark Reg. No. 4,510,496 (Registered State of Arizona, Trade Name, Reg. No. 579687 (Registered 8/26/13)
Angel MedFlight Productions	State of Arizona, Trade Name, Reg. No. 579688 (Registered 8/26/13)
Angel MedFlight Productions logo 5/13/2014)	U.S. Trademark Reg. No. 528,712 (Registered
Bedside-to-Bedside® 2/7/12)	U.S. Trademark Reg. No. 4,095,574 (Registered
One Touch Promise® 5/5/09)	U.S. Trademark Reg. No. 3,617,351 (Registered
Angel MedFlight Worldwide (8/26/11) Ambulance Services	State of Arizona, Trade Name, Reg. No. 535549 Reg. No. 4,383,869