

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM328169

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Avian-X, LLC		12/31/2014	LIMITED LIABILITY COMPANY: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WGI Innovations, Ltd.		
<b>Street Address:</b>	602 Fountain Parkway		
<b>City:</b>	Grand Prairie		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75050		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: TEXAS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4036022	AVIAN X	
<b>Registration Number:</b>	4036023	AVIAN X	
<b>Serial Number:</b>	86459022	TOPFLIGHT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8173362181		
<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>			
<b>Phone:</b>	817-336-2400		
<b>Email:</b>	jmorgan@deckerjones.com		
<b>Correspondent Name:</b>	Geoffrey A. Mantooth		
<b>Address Line 1:</b>	801 Cherry St., Suite 2000, Unit #46		
<b>Address Line 2:</b>	Decker Jones		
<b>Address Line 4:</b>	Fort Worth, TEXAS 76102		
<b>ATTORNEY DOCKET NUMBER:</b>	2223.37000		
<b>NAME OF SUBMITTER:</b>	Geoffrey A. Mantooth		
<b>SIGNATURE:</b>	/Geoffrey A. Mantooth/		
<b>DATE SIGNED:</b>	01/07/2015		
<b>Total Attachments: 5</b> source=avian#page1.tif			

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## Trademark Assignment Agreement

(Avian-X, LLC)

This Trademark Assignment Agreement ("Trademark Assignment"), with an effective date of December 31, 2014 (the "Effective Date"), is made by Avian-X, LLC, an Ohio limited liability company located at 30 Park Drive, Port Clinton Ohio 43452 (the "Seller") in favor of WGI Innovations, Ltd., a Texas limited partnership located at 602 Fountain Parkway Grand Prairie Texas 75050 (the "Purchaser").

### Background

A. Seller, Seller's principal stockholders, and certain of their affiliates, and Purchaser have entered into an Asset Purchase Agreement dated December 31, 2014 (the "Asset Purchase Agreement") under which Purchaser is acquiring substantially all of the Seller's assets.

B. Under the Asset Purchase Agreement, as of the Effective Date, Seller has conveyed, transferred, and assigned to Purchaser, among other assets, certain intellectual property of Seller. In connection with consummating the transactions under the Asset Purchase Agreement, Seller has also agreed to sign and deliver this Trademark Assignment for recording with governmental authorities, including the U.S. Patent and Trademark Office ("USPTO").

Accordingly, the parties hereby agree as follows:

### Agreement

I. Assignment. In consideration for consummating the transactions contemplated by the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, Seller hereby irrevocably and unconditionally conveys, transfers, and assigns to Purchaser, and Purchaser hereby accepts, all of Seller's right, title, and interest, throughout the world, in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) all (i) trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services of the Seller, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world and all registrations and applications for registration of such trademarks, including intent-to-use trademark applications, (ii) issuances, extensions and renewals of such registrations and applications, and (iii) similar intangible property and related proprietary rights, interests and protections, however arising, under any such applicable law;

(b) without limiting the generality of clause (a), the trademark registrations and trademark applications set forth on the attached Schedule 1 and all issuances, extensions and renewals of those trademark registrations and applications;

(c) registrations of all internet domain names, whether or not incorporating Seller's trademarks, registered to Seller in any generic top level domain by any authorized private registrar or governmental authority;

(d) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable arising from or relating to anything described in the preceding clauses (a) through (c);

(e) all rights of any kind accruing under anything described in the preceding clauses (a) through (d) provided by all applicable law of any jurisdiction anywhere in the world and by all international treaties and conventions throughout the world; and

(f) all claims and causes of action arising from or relating to anything described in the preceding clauses (a) through (e), whether accruing before, on, or after the Effective Date, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recording and Further Actions. Seller hereby authorizes the Commissioner for Trademarks of the USPTO and any other governmental officials anywhere in the world to record and register this Trademark Assignment upon request by Purchaser. At all times after the Effective Date, without limiting Seller's obligations under Section 6.15 of the Asset Purchase Agreement, Seller shall take all lawful actions (including the signing and delivery of any documents, files, registrations, or other similar items) to ensure that the Assigned Trademarks are properly assigned to Purchaser, or any assignee or successor to Purchaser.

3. Terms of the Asset Purchase Agreement. This Trademark Assignment is intended only to evidence the consummation of the Seller's transfer, conveyance, and assignment to Purchaser of the Assigned Trademarks as contemplated by the Asset Purchase Agreement. Accordingly, this Trademark Assignment does not, in any way, affect any aspect of the Asset Purchase Agreement. If this Trademark Assignment conflicts in any way with the Asset Purchase Agreement, then the Asset Purchase Agreement governs.

4. Counterparts. The parties may sign this Trademark Assignment in multiple counterparts. Each signed counterpart is considered an original document, but all signed counterparts — when taken together — constitute one original document. A party may effectively deliver that party's signed counterpart of this Trademark Assignment by facsimile or by e-mail of a non-editable PDF copy.

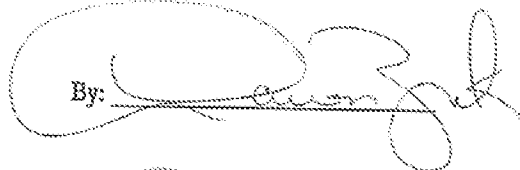
5. Successors and Assigns. Subject to Section 10.5 of the Asset Purchase Agreement, this Trademark Assignment binds and benefits the parties and their respective successors and assigns.

6. Governing Law. United States law and Illinois law (without regard to Illinois' or any other jurisdiction's conflict-of-laws principles) exclusively govern any matter arising from or relating to this Trademark Assignment and the transactions contemplated by it.

\*\*\*\*\*Signature Page Follows\*\*\*\*\*

The Seller and Purchaser have signed and delivered this Trademark Assignment Agreement as of the Effective Date.

Avian-X, LLC

By: 

Name: Dawn Zink

Title: President

WGI Innovations, Ltd.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

The Seller and Purchaser have signed and delivered this Trademark Assignment Agreement as of the Effective Date.

**Avian-X, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WGI Innovations, Ltd.**

By: John P. Preussen

Name: John P. Preussen

Title: CFD

SCHEDULE 1 OF TRADEMARK ASSIGNMENT AGREEMENT  
(AVIAN-X, LLC)

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Serial Number	Reg. Number	Word Mark
	4,036,022	Avian X
	4,036,023	Avian X
86/459,022		TOPFLIGHT