

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411380

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Space Adventures Ltd.		12/31/2016	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Space Adventures, Inc.		
Street Address:	8245 Boone Boulevard, Suite 570		
City:	Vienna		
State/Country:	VIRGINIA		
Postal Code:	22182		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2243985	SPACE ADVENTURES	
Registration Number:	3067863	SPACE ADVENTURES	
Registration Number:	3122350	SPACE ADVENTURES	
Registration Number:	3081532	SPACE ADVENTURES	
CORRESPONDENCE DATA			
Fax Number:	2028037953		
	<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:	(202) 888-7885		
Email:	docket@markerylaw.com, jackiepatt@markerylaw.com, taraday@markerylaw.com		
Correspondent Name:	Jacqueline L. Patt		
Address Line 1:	P.O. Box 84150		
Address Line 4:	Gaithersburg, MARYLAND 20883-4150		
NAME OF SUBMITTER:	Jacqueline L. Patt		
SIGNATURE:	/Jacqueline L. Patt/		
DATE SIGNED:	01/06/2017		
Total Attachments: 31			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT dated as of December 31, 2016 (the "Effective Date") (this "Agreement"), is made by and between Space Adventures Ltd, a Nevada corporation ("Assignor"), having an address at 8245 Boone Boulevard, Suite 570, Vienna, VA 22182 USA, and Space Adventures, Inc., a Delaware corporation ("Assignee"), having an address at 8245 Boone Boulevard, Suite 570, Vienna, VA 22182 USA.

THE PARTIES HERETO ENTER THIS AGREEMENT ON THE BASIS OF THE FOLLOWING FACTS, UNDERSTANDINGS AND INTENTIONS:

A. This Agreement is being entered to effect in part the transactions contemplated by the Assignment and Assumption Agreement of even date, by and between Space Adventures Ltd, as the assigning party, and Space Adventures, Inc., as the assuming party.

B. Assignor is the owner of (i) the registered trademarks listed on Schedule A attached hereto, and (ii) any and all registrations and use-based applications for registration pertaining thereto and set forth on Schedule A attached hereto, and (iii) the goodwill of any business connected to and symbolized by such trademarks (collectively, the "Trademarks").

C. Assignee is desirous of acquiring all right, title and interest in, to and under the Trademarks.

D. Assignor is willing to assign to Assignee on an exclusive basis all of Assignor's right, title and interest in, to and under the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee, Assignee's successors and assigns, exclusive worldwide right, title and interest in, to and under the Trademarks, including, without limitation, all common law rights, trade name rights, federal rights, registrations and applications for registration thereof, and the goodwill of the business to which the Trademarks pertain, and the right of Assignor to conduct business under the Trademarks. Assignor further assigns to Assignee the right to sue (at law or in equity) for past, present or future infringements thereof and the right to initiate other proceedings before all government and administrative bodies with respect to the Trademarks, and to recover and retain sole rights to all damages and profits (past, present and future) arising from the Trademarks.

2. Assignor shall execute and deliver to Assignee such instruments of transfer and other instruments as may be requested by, and prepared and provided by, Assignee to confirm the assignment, transfer and conveyance contemplated by this Agreement. Assignor hereby authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks registered in the corresponding jurisdiction.

3. Assignor represents, warrants and covenants to Assignee that Assignor is the sole owner of the Trademarks and has not entered any contract with any person or entity (other than Assignee) granting any such person or entity any right, title or interest therein whatsoever, including, without limitation, any right, title or interest in or to any income, license fees, royalties or other revenue therefrom or any rights of use whatsoever.

4. Assignor shall do all acts and take such further action, including, without limitation, the execution and acknowledgement of such additional documents as Assignee may reasonably request to carry out and fulfill the purposes and intent of this Agreement.

5. Except as otherwise provided in this Agreement, whether or not the transactions contemplated by this Agreement are consummated, each party hereto shall bear its own fees, costs and expenses incurred in connection with this Agreement (including the preparation, negotiation and performance hereof) and the transactions contemplated hereby (including fees and disbursements of attorneys, accountants, agents, representatives and financial and other advisors).

6. All notices and communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended or delivered by registered or certified mail, return receipt requested, or if sent by facsimile or email, provided that the facsimile or email is promptly confirmed by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

if to Assignee to:

Space Adventures, Inc.
113 Cherry Street
No. 24599
Seattle, Washington 98104
Attn: Mr. Eric Anderson
E-mail: ea@planetaryholdings.com

with a copy (which shall not constitute notice) to:

O'Melveny & Myers LLP
Two Embarcadero Center, 28th Floor
San Francisco, CA 94111
Attn: Peter T. Healy, Esq.
Telephone: (415) 984-8833
Fax: (415) 984-8734
Email: phealy@omm.com

if to Assignor to:

Zero-Gravity Holdings, Inc.
4601 N. Fairfax Drive, Suite 1200
Arlington, VA 22203

Attn: Ms. Terese Brewster
E-mail: tbrewster@gozerog.com
Fax: (702) 947-6373

with a copy (which shall not constitute notice) to:

Pillsbury Winthrop Shaw Pittman LLP
1200 Seventeenth Street, NW
Washington, DC 20036
Attn: Jeffrey Grill, Esq.
Telephone: (202) 663-9201
Fax: (202) 663-8007
Email: jeffrey.grill@pillsburylaw.com

7. This Agreement (including Schedule A hereto), together with that certain Assignment And Assumption Agreement by and between Space Adventures, Ltd. and Space Adventures, Inc., constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties both written and oral, among the parties, with respect to the subject matter hereof.

8. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

9. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. This Agreement shall survive any change of control of the Assignee.

10. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the Commonwealth of Virginia. Any dispute, claim, controversy or cause of action, in law or equity, directly or indirectly relating to or arising out of or related to this Agreement, the breach, the termination or validity hereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall, to the fullest extent permitted by law, be exclusively determined by final, binding and confidential arbitration in Washington, District of Columbia conducted by the Judicial Arbitration and Mediation Services/Endispute, Inc. ("JAMS"), or its successor, pursuant to its then applicable rules for employment disputes. There shall be limited discovery prior to the arbitration hearing as follows: (a) exchange of witness lists and copies of documentary evidence and documents relating to or arising out of the issues to be arbitrated, (b) depositions of all

party witnesses and (c) such other depositions as may be allowed by the arbitrators upon a showing of good cause. Depositions shall be conducted in accordance with Virginia Law, the arbitrators shall be required to provide in writing to the parties the basis for the award or order of such arbitrator, and a court reporter shall record all hearings, with such record constituting the official transcript of such proceedings. The arbitrator shall, in their award, allocate all of the costs of the arbitration, including the fees of the arbitrator, and the reasonable attorneys' fees of the prevailing party, against the party who did not prevail. The award in the arbitration shall be final and binding. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§1-16, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitrator shall not have the power or authority to award punitive damages, consequential damages, lost profits or speculative damages to either party and shall issue a written decision including the arbitrator's essential findings and conclusions and a statement of the award. This agreement to resolve any disputes by binding arbitration extends to claims by or against any party hereto and claims by or against any of their respective past or present representatives, and applies to claims directly or indirectly arising under or out of (i) federal, state and local laws or (ii) the common law. In the event of a conflict between this provision and any provision in the applicable rules of JAMS, the provisions of this Agreement will prevail. Each party to this Agreement consents to mailing of process or other papers in connection with any such arbitration or action by certified mail in the manner and to the addresses provided in Section 6 hereof. The parties shall keep confidential the existence of the claim, controversy or disputes from third parties (other than the arbitrator and their respective counsel), and the determination thereof, unless otherwise required by law or necessary for the business of any party hereto or the other parties to the arbitration. If for any reason this arbitration clause becomes not applicable, then each party, to the fullest extent permitted by applicable law, hereby irrevocably waives all right to trial by jury as to any issue relating hereto in any action, proceeding, or counterclaim arising out of or relating to this Agreement or any other matter involving the parties hereto. Each of the parties hereto agree and consent to personal jurisdiction, service of process and venue in any federal or state court within the County of Fairfax in the Commonwealth of Virginia in connection with any action brought to enforce an award in arbitration.

11. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Remainder of this page intentionally blank; signature page follows]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties hereto as of the date first written above.

“Assignor”

Space Adventures Ltd.

By Michael Henke
12/20/16

Name: Michael Henke

Title: Secretary

“Assignee”

Space Adventures, Inc.

By Karlyn Rader
12/23/16

Name: Karlyn Rader

Title: Treasurer

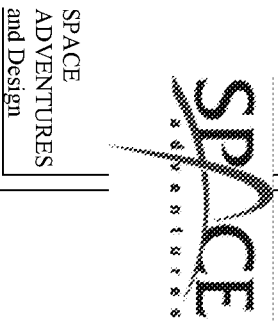
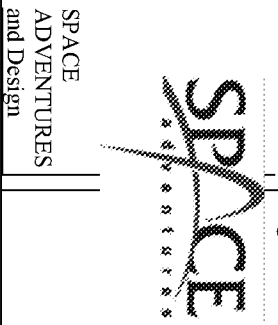
SCHEDULE A

SPACE ADVENTURES LTD. Active Trademarks

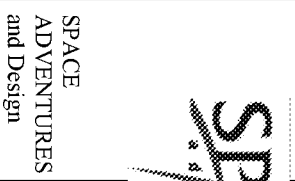
ML REF NO.	TRADEMARK	COUNTRY	OWNER WITH TM OFFICE	STATUS	APP NO	APP DATE	REG NO	REG DATE	CLASSES	GOODS & SERVICES	NEXT DEADLINE
BX-SAI-006A	SPACE ADVENTURES	Benelux	SPACE ADVENTURES LTD.	Registered	1097797	21-Dec-05	0785529	21-Dec-05	1	1 Holmium.	21 Dec 2025 Next Renewal Due
US-SAI-006A	SPACE ADVENTURES	United States of America	SPACE ADVENTURES LTD.	Registered	78566823	14-Feb-05	3067863	14-Mar-06	39, 41	39 Travel and adventure travel services, namely, developing, arranging, and conducting space flight tours. 41 Travel and adventure travel services, namely, developing, arranging, and conducting Earth-based space simulation, space launch, and space flight training and instructional courses on space and astronomical science, arranging high altitude flights, zero-gravity flights and flights into space aboard both sub-orbital and orbital space vehicles of all types for entertainment purposes, not for transportation; education and entertainment services, namely, providing simulated space flight conditions and instructional classes and experiences relating to space exploration, flight, and travel; organizing and	14 Mar 2026 Next Renewal Due

SPACE ADVENTURES LTD. Active Trademarks											
ML REF NO.	TRADEMARK	COUNTRY	OWNER WITH TM OFFICE	STATUS	APP NO	APP DATE	REG NO	REG DATE	CLASSES	GOODS & SERVICES	NEXT DEADLINE
US-SAI-006B	SPACE ADVENTURES	United States of America	SPACE ADVENTURES LTD.	Registered	75347036	26-Aug-97	2243985	4-May-99	41	41 entertainment in the nature of high altitude flights, not for transportation purposes	04 May 2019 Next Renewal Due

SPACE ADVENTURES LTD. Active Trademarks

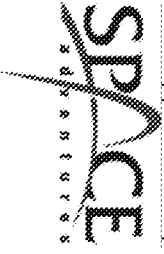
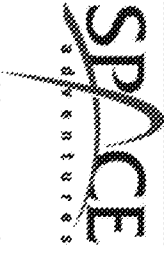
ML REF NO.	TRADEMARK	COUNTRY	OWNER WITH TM OFFICE	STATUS	APP NO	APP DATE	REG NO	REG DATE	CLASSES	GOODS & SERVICES	NEXT DEADLINE
AR-SAI-007A	 <p>SPACE ADVENTURES and Design</p>	Argentina	SPACE ADVENTURES LTD.	Registered	2608915	4-Aug-05	2138395	23-Jan-07	39	39 Travel and adventure travel services, namely, developing, arranging, and conducting tours in relation to earth-based simulation, space and astronomical science, space launch, and space flight training tours; organizing and conducting educational adventure travel tours; arranging high altitude flights, zero-gravity flights; and flights into space aboard sub-orbital, orbital, and lunar vehicles of all types.	23 Jan 2017 Next Renewal Due
AR-SAI-007B	 <p>SPACE ADVENTURES and Design</p>	Argentina	SPACE ADVENTURES LTD.	Registered	2608916	4-Aug-05	2198974	27-Nov-07	41	41 Providing simulated space flight conditions and instructional classes and experiences relating to space exploration, flight, and travel.	27 Nov 2017 Next Renewal Due

SPACE ADVENTURES LTD. Active Trademarks



ML REF NO.	TRADEMARK	COUNTRY	OWNER WITH TM OFFICE	STATUS	APP NO	APP DATE	REG NO	REG DATE	CLASSES	GOODS & SERVICES	NEXT DEADLINE
AU-SAI-007A	 <p>SPACE ADVENTURES and Design</p>	Australia	SPACE ADVENTURES LTD.	Registered	913801	22-May-02	913801	22-May-02	9, 25, 39, 41, 44	<p>9 Protective clothing, namely suits for use in space travel, space flight simulation, and space flight training; protective boots; training equipment, namely, protective masks, protective helmets, breathing apparatuses, cameras, GPS devices, communications devices 25 Clothing</p> <p>39 Arranging adventure tours, namely, developing, arranging, and conducting Earth-based space simulation, space and astronomical science, space launch, and space flight training tours; organizing and conducting educational adventure travel tours; arranging high altitude flights, zero-gravity flights and flights into space aboard both sub-orbital and orbital space vehicles of all types</p> <p>41 Education and entertainment services, namely, providing simulated space flight conditions and instructional classes and experiences relating to space exploration, flight, and travel; education and entertainment services, namely, producing and</p>	22 May 2022 Next Renewal Due

SPACE ADVENTURES LTD. Active Trademarks											
ML REF NO.	TRADEMARK	COUNTRY	OWNER WITH TM OFFICE	STATUS	APP NO	APP DATE	REG NO	REG DATE	CLASSES	GOODS & SERVICES	NEXT DEADLINE
										developing media programming and content (whether by broadcast television, Internet, movie, or otherwise) related to space tourism, space exploration, space flight, and space travel; testing and training services, namely, the development and provision of qualification and training tests for space flight simulation and space travel purposes 44 Testing services, namely, administering physical, mental and medical tests for space flight simulation and space travel purposes.	

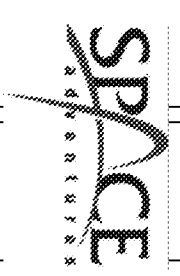
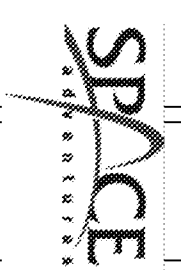
SPACE ADVENTURES LTD. Active Trademarks

ML REF NO.	TRADEMARK	COUNTRY	OWNER WITH TM OFFICE	STATUS	APP NO	APP DATE	REG NO	REG DATE	CLASSES	GOODS & SERVICES	NEXT DEADLINE
BS-SAI-007A		Bahamas	SPACE ADVENTURES LTD.	Registered	27536	25-Jan-05	27536	25-Jan-09	8	8 Protective clothing, namely suits for use in space travel, space travel simulation, and space flight training; protective boots; training equipment, namely, airtight respiratory mask, protective helmets, breathing apparatuses for astronauts, namely, rebreathers, video cameras, GPS devices consisting of computers, computer software, transmitters, receivers, and network interface devices, communications devices, namely, headphones and microphone sets; and all other goods included in Class 8.	25 Jan 2019 Next Renewal Due
BS-SAI-007B		Bahamas	SPACE ADVENTURES LTD.	Registered	27537	25-Jan-05	27537	5-Nov-08	38	38 Clothing, namely, t-shirts, sweatshirts, pants, shorts and all other good included in Class 38.	25 Jan 2019 Next Renewal Due

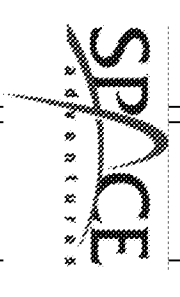
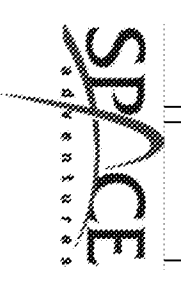
SPACE ADVENTURES LTD. Active Trademarks

ML REF NO.	TRADEMARK	COUNTRY	OWNER WITH TM OFFICE	STATUS	APP NO	APP DATE	REG NO	REG DATE	CLASSES	GOODS & SERVICES	NEXT DEADLINE
BS-SAI-007C		Bahamas	SPACE ADVENTURES LTD.	Registered	27538	25-Jan-05	27538	5-Nov-08	39	39 Publications, namely, books, magazines in the field of space travel, and posters; and all other goods included in Class 39.	25 Jan 2019 Next Renewal Due
BR-SAI-007A		Brazil	SPACE ADVENTURES LTD.	Registered	827067917	11-Jan-05	827067917	30-Oct-07	9	9 Protective clothing, namely suits for use in space travel, space flight simulation, and space flight training; protective boots; training equipment, namely, airtight respiratory masks, protective helmets, breathing apparatuses for astronauts, namely, rebreathers, video cameras, GPS devices consisting of computers, computer software, transmitters, receivers, and network interface devices; communications devices, namely, headphones and microphone sets.	30 Oct 2017 Next Renewal Due

SPACE ADVENTURES LTD. Active Trademarks

ML REF NO.	TRADEMARK	COUNTRY	OWNER WITH TM OFFICE	STATUS	APP NO	APP DATE	REG NO	REG DATE	CLASSES	GOODS & SERVICES	NEXT DEADLINE
BR-SAI-007B		Brazil	SPACE ADVENTURES LTD.	Registered	827067909	11-Jan-05	827067909	30-Oct-07	16	16 Publications, namely, books, magazines in the field of space travels, and posters.	30 Oct 2017 Next Renewal Due
BR-SAI-007C		Brazil	SPACE ADVENTURES LTD.	Registered	827067895	11-Jan-05	827067895	30-Oct-07	25	25 Clothing, namely, t-shirts, sweatshirts, pants, shorts.	30 Oct 2017 Next Renewal Due

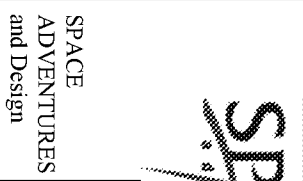
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ML REF NO.	TRADEMARK	COUNTRY	OWNER WITH TM OFFICE	STATUS	APP NO	APP DATE	REG NO	REG DATE	CLASSES	GOODS & SERVICES	NEXT DEADLINE
BR-SAI-007D		Brazil	SPACE ADVENTURES LTD.	Registered	827067887	11-Jan-05	827067887	30-Oct-07	39	39 Travel and adventure travel services, namely, developing, arranging, and conducting space flight tours.	30 Oct 2017 Next Renewal Due
BR-SAI-007E		Brazil	SPACE ADVENTURES LTD.	Registered	827067925	11-Jan-05	827067925	30-Oct-07	41	41 Travel and adventure travel services, namely, developing, arranging and conducting Earth-based space simulation, space launch, and space flight training and instructional courses of space and astronomical science, arranging high altitude flights, zero-gravity flight and flights into space abroad both sub-orbital and orbital space vehicles of all kinds for entertainment purposes, not for transportation; education and entertainment services, namely, providing simulated space flight conditions and instructional classes and experiences relating to space exploration, flight and travel;	30 Oct 2017 Next Renewal Due

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ML REF NO.	TRADEMARK	COUNTRY	OWNER WITH TM OFFICE	STATUS	APP NO	APP DATE	REG NO	REG DATE	CLASSES	GOODS & SERVICES	NEXT DEADLINE
										organizing and conducting educational guided adventure travel tours related to space and space travel; testing and training services, namely, administering physical, mental and medical qualification and training test and trials for space flights simulations and space flight travel purposes.	


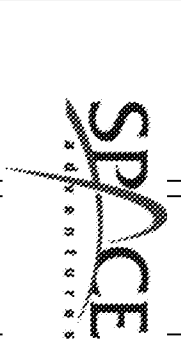
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CA-SAI-007A	 <p>SPACE ADVENTURES and Design</p>	Canada	SPACE ADVENTURES LTD.	Registered	1140019	17-May-02	TMA618018	30-Aug-04		(1) Protective clothing, namely suits for use in space travel, space flight simulation, and space flight training; protective boots; training equipment, namely, protective masks, protective helmets, breathing apparatuses, cameras, GPS devices, communications devices namely headphones and microphones; clothing, namely, coats. (1) Travel and adventure travel services, namely, developing, arranging, and conducting Earth-based space simulation, space and astronomical science, space launch, and space flight training tours; organizing and conducting educational adventure travel tours; arranging high altitude flights, zero-gravity flights and flights into space aboard both sub-orbital and orbital space vehicles of all types; education and entertainment services, namely, providing simulated space flight conditions and instructional classes relating to space exploration, flight, and travel; education and entertainment services,	30 Aug 2019 Next Renewal Due

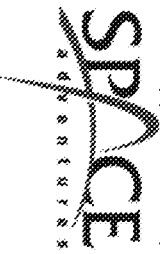
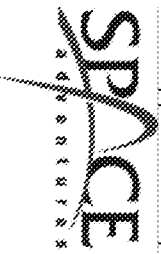
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ML REF NO.	TRADEMARK	COUNTRY	OWNER WITH TM OFFICE	STATUS	APP NO	APP DATE	REG NO	REG DATE	CLASSES	GOODS & SERVICES	NEXT DEADLINE
										namely, producing and developing media programming and content(whether by broadcast television, Internet, movie, or otherwise) related to space tourism, space exploration, space flight, and space travel; testing and training services, namely, administering physical, mental and medical qualification and training tests and trials for space flight simulation and space flight travel purposes.	

SPACE ADVENTURES LTD. Active Trademarks


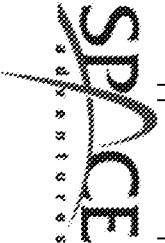
ML REF NO.	TRADEMARK	COUNTRY	OWNER WITH TM OFFICE	STATUS	APP NO	APP DATE	REG NO	REG DATE	CLASSES	GOODS & SERVICES	NEXT DEADLINE
CN-SAI-007A	 SPACE ADVENTURES and Design	China	SPACE ADVENTURES LTD.	Registered	4467122	17-Jan-05	4467122	28-Feb-08	9	9 protective clothing, namely suits for use in space travel, space flight simulation, and space flight training; protective boots; airtight respiratory masks, protective helmets, breathing apparatuses for astronauts, namely, rebreathers, video cameras, GPS devices consisting of computers, computer software, transmitters, receivers, and network interface devices, communications devices, namely, headphones and microphone sets.	27 Feb 2018 Next Renewal Due
CN-SAI-007B	 SPACE ADVENTURES and Design	China	SPACE ADVENTURES LTD.	Registered	4467123	17-Jan-05	4467123	7-Oct-08	16	16 Publications, namely, books, magazines in the field of space travel, and posters.	06 Oct 2018 Next Renewal Due

SPACE ADVENTURES LTD. Active Trademarks

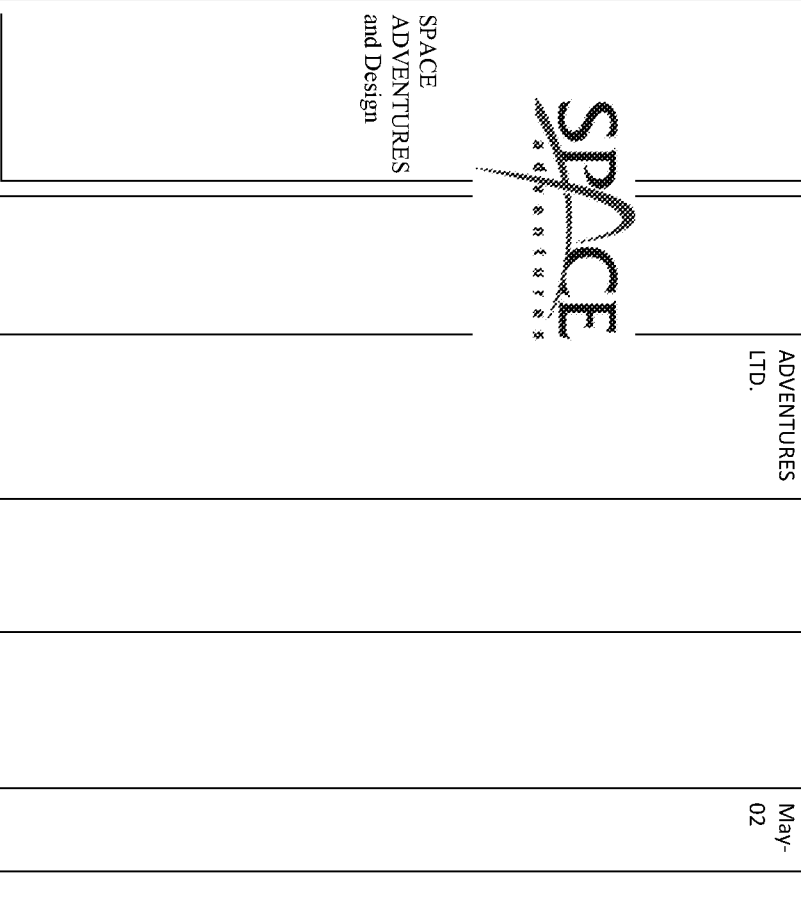
ML REF NO.	TRADEMARK	COUNTRY	OWNER WITH TM OFFICE	STATUS	APP NO	APP DATE	REG NO	REG DATE	CLASSES	GOODS & SERVICES	NEXT DEADLINE
CN-SAI-007C		China	SPACE ADVENTURES LTD.	Registered	4467125	17-Jan-05	4467125	7-Dec-09	39	39 Travel and adventure travel services, namely, developing, arranging, and conducting space flight tours.	06 Dec 2019 Next Renewal Due
CN-SAI-007D		China	SPACE ADVENTURES LTD.	Registered	4467126	17-Jan-05	4467126	7-Dec-09	41	41 Developing, arranging, and conducting earth-based space simulation, and space flight training and instructional courses on space, entertainment related to space, space exploration, flight and travel, high altitude flights, zero-gravity flights and flights, education and entertainment services, namely, providing recreation facilities for simulated space flight conditions and experiences relating to space exploration, flight, providing instructional classes relating to space exploration, flight and travel, testing and training services, namely, administering physical, mental and medical qualification and training	06 Dec 2019 Next Renewal Due

SPACE ADVENTURES LTD. Active Trademarks											
ML REF NO.	TRADEMARK	COUNTRY	OWNER WITH TM OFFICE	STATUS	APP NO	APP DATE	REG NO	REG DATE	CLASSES	GOODS & SERVICES	NEXT DEADLINE
										tests and trials for space flight simulation and space flight.	

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ML REF NO.	TRADEMARK	COUNTRY	OWNER WITH TM OFFICE	STATUS	APP NO	APP DATE	REG NO	REG DATE	CLASSES	GOODS & SERVICES	NEXT DEADLINE
EU-SAI-007A	 	CTM	SPACE ADVENTURES LTD.	Registered	002669760	8-Apr-02	002669760	11-Sep-06	9, 16, 25, 28, 29, 39, 41, 44	<p>9 Protective clothing, namely suits for use in space travel, space flight simulation, and space flight training; protective boots; training equipment, namely, protective masks, protective helmets, breathing apparatuses, cameras, GPS devices, communications devices. 16 Publications of all types, including books, magazines, and posters. 25 Clothing. 28 Toys, namely, action figure models, toy and model aircraft and spacecraft, toy model air and space vehicles. 29 Freeze dried and dehydrated food products. 39 Travel and adventure travel services, namely, developing, arranging, and conducting tours in relation to earth-based space simulation, space and astronomical science, space launch, and space flight training tours; organizing and conducting educational adventure travel tours; arranging high altitude flights, zero-gravity flights and flights into space aboard both sub-orbital and orbital space vehicles of all types. 41 Education and entertainment services, namely, providing simulated space flight conditions and instructional classes and experiences relating to space</p>	08 Apr 2022 Next Renewal Due

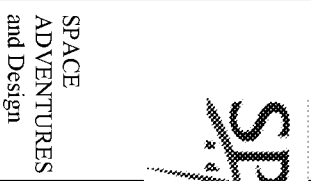
SPACE ADVENTURES LTD. Active Trademarks

ML REF NO.	TRADEMARK	COUNTRY	OWNER WITH TM OFFICE	STATUS	APP NO	APP DATE	REG NO	REG DATE	CLASSES	GOODS & SERVICES	NEXT DEADLINE
JP-SAI-007A	 <p>SPACE ADVENTURES and Design</p>	Japan	SPACE ADVENTURES LTD.	Registered	2002-39544	15-May-02	4813754	29-Oct-04	9, 25, 39, 41, 44	<p>9 Protective clothing, namely, suits for use in space travel, space flight simulation, and space flight training; protective boots; protective masks, protective helmets; breathing apparatuses except for artificial respiration; cameras; and electrical communication machines and apparatus. 25 Clothing; garters; sock suspenders; braces; bands; belts; masquerade costume; special sporting gymnastic wear; and special sporting gymnastic footwear.</p> <p>39 Tour conducting; escorting of travelers; agencies or liaison services for travel contracts [excluding those for lodging]; arrangement of high altitude flight tours, zero-gravity flight tours and space trip tours; arrangement of tours; conducting of travels to experience simulated space flight conditions.</p> <p>41 Educational and instruction services relating to space exploration, flight and travel; organizing, managing and arranging seminars relating to space</p>	29 Oct 2024 Next Renewal Due

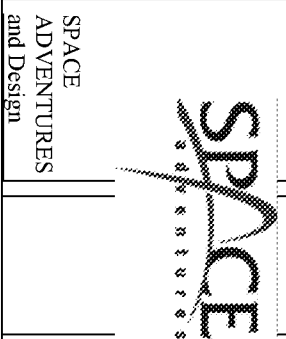
SPACE ADVENTURES LTD. Active Trademarks

ML REF NO.	TRADEMARK	COUNTRY	OWNER WITH TM OFFICE	STATUS	APP NO	APP DATE	REG NO	REG DATE	CLASSES	GOODS & SERVICES	NEXT DEADLINE
										exploration, flight and travel; production of radio or television programs and movies and programs for Internet relating to space tourism, space exploration, space flight, and space travel; training for space flight. 44 Medical services, physical examination, mental examination.	


SPACE ADVENTURES LTD. Active Trademarks

ML REF NO.	TRADEMARK	COUNTRY	OWNER WITH TM OFFICE	STATUS	APP NO	APP DATE	REG NO	REG DATE	CLASSES	GOODS & SERVICES	NEXT DEADLINE
KR-SAI-006A	 <p>SPACE ADVENTURES and Design</p>	Republic of Korea (South)	SPACE ADVENTURES LTD.	Registered	2005-582	12-Jan-05	15928	28-Apr-06	9, 16, 25, 39, 42	<p>9 Protective clothing, namely suits for use in space travel, space flight simulation, and space flight training; protective boots; training equipment, namely, airtight respiratory masks, protective helmets, breathing apparatuses for astronauts, namely, rebreathers, video cameras, GPS devices consisting of computers, computer software, transmitters, receivers, and network interface devices, communications devices, namely, headphones and microphone sets.</p> <p>16 Publications, namely, books, magazines in the field of space travel, and posters.</p> <p>25 Clothing, namely, t-shirts, sweatshirts, pants, shorts.</p> <p>39 Travel and adventure travel services, namely, developing, arranging, and conducting space flight tours.</p> <p>42 Travel and adventure travel services, namely, developing, arranging, and conducting Earth-based space simulation, space launch, and space flight training and instructional courses on space and astronomical science, arranging high altitude flights, zero gravity flights and flights into space aboard both sub-orbital and orbital</p>	28 Apr 2016 Next Renewal Due

SPACE ADVENTURES LTD. Active Trademarks

ML REF NO.	TRADEMARK	COUNTRY	OWNER WITH TM OFFICE	STATUS	APP NO	APP DATE	REG NO	REG DATE	CLASSES	GOODS & SERVICES	NEXT DEADLINE
US-SAI-007A	 <p>SPACE ADVENTURES and Design</p>	United States of America	SPACE ADVENTURES LTD.	Registered	76977763	22-Dec-03	3081532	18-Apr-06	9, 16, 25	9 Protective clothing, namely suits for use in space travel, space flight simulation, and space flight training 16 Publications, namely, books in the field of space travel 25 Clothing, namely, t-shirts, sweatshirts, pants, shorts.	18 Apr 2016 Next Renewal Due

SPACE ADVENTURES LTD. Active Trademarks

ML REF NO.	TRADEMARK	COUNTRY	OWNER WITH TM OFFICE	STATUS	APP NO	APP DATE	REG NO	REG DATE	CLASSES	GOODS & SERVICES	NEXT DEADLINE
US-SAI-007B	 <p>SPACE ADVENTURES and Design</p>	United States of America	SPACE ADVENTURES LTD.	Registered	76568607	22-Dec-03	3122350	1-Aug-06	39, 41	<p>39 Travel and adventure travel services, namely, developing; arranging, and conducting space flight tours</p> <p>41 Travel and adventure travel services, namely, developing; arranging, and conducting Earth-based space simulation, space launch, and space flight training and instructional courses on space and astronomical science, arranging high altitude flights, zero gravity flights and flights into space aboard both sub-orbital and orbital space vehicles of all types for entertainment purposes, not for transportation; education and entertainment services, namely, providing simulated space flight conditions and instructional classes and experiences relating to space exploration, flight, and travel; organizing and conducting educational guided adventure travel tours related to space and space travel; testing and training services; namely, administering physical, mental and medical qualification and training tests and trials for space</p>	01 Aug 2016 Next Renewal Due

SPACE ADVENTURES LTD. Active Trademarks											
ML REF NO.	TRADEMARK	COUNTRY	OWNER WITH TM OFFICE	STATUS	APP NO	APP DATE	REG NO	REG DATE	CLASSES	GOODS & SERVICES	NEXT DEADLINE
										flight simulation and space flight travel purposes.	

SPACE ADVENTURES LTD. Active Trademarks

ML REF NO.	TRADEMARK	COUNTRY	OWNER WITH TM OFFICE	STATUS	APP NO	APP DATE	REG NO	REG DATE	CLASSES	GOODS & SERVICES	NEXT DEADLINE
RJ-SAI-008A	SPACE ADVENTURES and Design (Color)	Russian Federation	SPACE ADVENTURES LTD.	Registered	2002708238	9-Apr-02	249607	24-Jun-03	9, 16, 25, 28, 29, 39, 41, 44	9 Protective clothing, namely suits for use in space travel, space flight simulation, and space flight training; protective boots; training equipment, namely, protective masks, protective helmets, breathing apparatuses, cameras, Global Positioning System devices, communications devices. 16 Publications of all types, including books, magazines, and posters. 25 Clothing. 28 Toys, namely, action figure models, toy and model aircraft and spacecraft, toy model air and space vehicles. 29 Freeze dried and dehydrated food products. 39 Travel and adventure travel services, namely, developing, arranging, and conducting Earth-based space simulation, space and astronomical science, space launch, and space flight training tours; organizing and conducting educational adventure travel tours. 41 Arranging high altitude flights, zero-gravity flights and flights into space aboard both sub-orbital and orbital space vehicles of all types; education and entertainment services, namely, providing simulated space flight conditions and instructional classes and	09 Apr 2022 Next Renewal Due

- 30 -

"Assignor"

Space Adventures Ltd.

By *Michael Henke*
12/20/16

Name: Michael Henke

Title: Secretary

"Assignee"

Space Adventures, Inc.

By *Karlyn Rader*
12/19/16

Name: Karlyn Rader

Title: Treasurer

TRADEMARK

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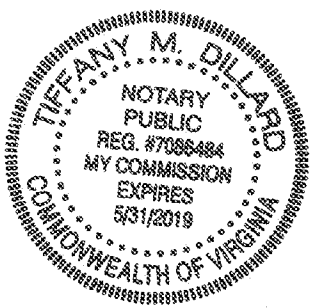
STATE OF *Virginia*)
)
COUNTY OF *Albemarle*)
)

ss:

On 12/20/2016, before me, Tiffany M. Dillard personally appeared Michael Henke, personally known to me (or provided to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



Signature Tiffany M. Dillard

