

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM416534

<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>
MEI Corporation		02/08/2017	Corporation: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MEI Corporation, LLC		
<b>Street Address:</b>	1132 Dividend Court		
<b>City:</b>	Peachtree City		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30269		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86525070	IDEAL AIR	
<b>Serial Number:</b>	86525071	IDEAL AIR	
<b>Serial Number:</b>	86527374	QCC	
<b>Serial Number:</b>	78488594	MAG	
<b>Serial Number:</b>	78488598	AIR CONNECTION	
<b>Serial Number:</b>	78488602	AIR CENTRAL	
<b>Serial Number:</b>	78488608	ELITE AIR	
<b>Serial Number:</b>	74238915	TRUCK AIR PARTS	
<b>Serial Number:</b>	77814122	TRUCK AIR PARTS	
<b>Serial Number:</b>	77814136	AIRSOURCE	
<b>Serial Number:</b>	77814129	MEI CORPORATION	
<b>Serial Number:</b>	77814154	MEI CORPORATION	
<b>Serial Number:</b>	74515543	AIRSOURCE	
<b>Serial Number:</b>	85188020	COOL STAR	
<b>Serial Number:</b>	77844421	IDEALAIR	
<b>Serial Number:</b>	73416755	IDEALAIR	
<b>Serial Number:</b>	77826957	QCC	
<b>CORRESPONDENCE DATA</b>			

CH \$440.00 86525070

**Fax Number:** 2128594000

***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.***

**Phone:** 212-859-8000

**Email:** alana.berrocal@friedfrank.com

**Correspondent Name:** Alana Berrocal

**Address Line 1:** 1 New York Plaza

**Address Line 2:** 26th Floor

**Address Line 4:** New York, NEW YORK 10004

<b>ATTORNEY DOCKET NUMBER:</b>	3706-2 [07565]
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<b>NAME OF SUBMITTER:</b>	Alana Berrocal
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<b>SIGNATURE:</b>	/Alana Berrocal/
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<b>DATE SIGNED:</b>	02/17/2017
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**Total Attachments: 6**

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**ASSIGNMENT OF INTELLECTUAL PROPERTY**

This Assignment of Intellectual Property ("Assignment"), effective as of February 8, 2017, is entered into by and between MEI Corporation, a Georgia corporation ("Assignor"), and MEI Corporation, LLC, a Delaware limited liability company ("Buyer").

WHEREAS, Assignor is the owner of those certain trademark registrations and applications identified on Schedule A attached hereto ("Assigned Trademarks") and those certain internet domain name registrations identified on Schedule B attached hereto ("Assigned Domain Names") and those certain copyright registrations and applications identified on Schedule C attached hereto ("Assigned Copyrights");

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated February 8, 2017 (the "Purchase Agreement"), between the Seller Group (as defined therein) and Buyer, the Seller Group has agreed to sell to Buyer, and Buyer has agreed to purchase from the Seller Group, certain equity interests and other assets (the "Acquisition"); and

WHEREAS, in connection with the Acquisition, Assignor has agreed to assign to Buyer, and Buyer has agreed to acquire from Assignor, all of Assignor's right, title, and interest in and to certain of the Assignor's Intellectual Property, including the Assigned Trademarks, the Assigned Domain Names and the Assigned Copyrights.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Buyer hereby agree as follows:

1. Definitions. Terms not defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.

2. Conveyance and Acceptance of Assigned Trademarks. Assignor hereby sells, transfers and assigns to Buyer, and Buyer hereby accepts, all of such Assignor's right, title, and interest in and to the applicable Assigned Trademarks (as identified on Schedule A), the goodwill of the business connected with the use of and symbolized by the Assigned Trademarks, the right to sue and recover for past, present, or future infringement thereof, the right to secure registration of such Assigned Trademarks and of this Assignment, and the right to initiate other proceedings before all Governmental Authorities with respect to such Assigned Trademarks.

3. Conveyance and Acceptance of Assigned Domain Names. Assignor hereby sells, transfers and assigns to Buyer, and Buyer hereby accepts, all of such Assignor's right, title, and interest in and to the applicable Assigned Domain Names (as identified on Schedule B), the goodwill of the business connected with the use of and symbolized by the Assigned Domain Names, the right to sue and recover for past, present, or future infringement thereof, the right to secure registration of such Assigned Domain Names and of this Assignment, and the right to initiate other proceedings before all Governmental Authorities with respect to such Assigned Domain Names.

4. Conveyance and Acceptance of Assigned Copyrights. Assignor hereby sells, transfers and assigns to Buyer, and Buyer hereby accepts, all of such Assignor's right, title, and interest in and to the applicable Assigned Copyrights (as identified on Schedule C), the right to sue and recover for past, present, or future infringement thereof, the right to secure registration of such Assigned Copyrights and of this Assignment, and the right to initiate other proceedings before all Governmental Authorities with respect to such Assigned Copyrights.

5. Recordation.

a. Authorization. Assignor hereby authorizes and requests that the Commissioner for Trademarks, the Register of Copyrights and any other sovereign official holding a corresponding position of authority in any other state or country, record this Assignment. Assignor will, at Buyer's request and expense, take any and all reasonable actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents, that Buyer may reasonably request to record and perfect Buyer's interest in and to its Assigned Trademarks.

b. Domain Names. Assignor hereby acknowledges and agrees that each internet domain name registrar (the "Registering Authority") of the Assigned Domain Names is authorized to transfer and record in the name of Buyer ownership of and administrative contact for all of the Assigned Domain Names transferred to it hereunder. Each Assignor will, at Buyer's request and expense, take any and all reasonable actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents, that Buyer may reasonably request to record and perfect Buyer's interest in and to the Assigned Domain Names. Without limiting the foregoing, at Buyer's request and expense Assignor will cooperate with Buyer to (i) complete any registrant name change agreement or other form required by any applicable Registering Authority to effect or record the assignment contemplated by this Assignment; (ii) submit those registrant name change agreements or other forms to the Registering Authority in accordance with the Registering Authority's policies and rules; and (iii) take any further actions required by the Registering Authority's policies and rules to transfer the Domain Names to Buyer.

6. Governing Law. This Assignment shall in all respects be governed by, and construed in accordance with, the Laws (excluding conflict of laws rules and principles) of the State of New York applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity, and performance.

7. Counterparts. This Assignment may be executed by facsimile signatures and in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

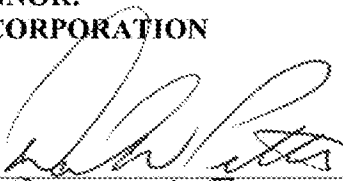
8. Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, the sale, transfer, and assignment effectuated hereby is subject in all respects to the terms and conditions of the Purchase Agreement and nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the

rights, obligations, claims or remedies of Sellers, Buyer, or Assignor, as set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern.

[remainder of page intentionally left blank]

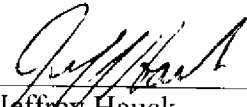
IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment as of the date first set forth above.

**ASSIGNOR:  
MEI CORPORATION**

By:   
Name: DAVID W. PITTS  
Title: PRESIDENT

*[Signature Page to Assignment of Intellectual Property]*

**BUYER:**  
**MEI CORPORATION, LLC**

By:   
Name: Jeffrey Hauck  
Title: Secretary

SCHEDULE A  
to  
ASSIGNMENT OF INTELLECTUAL PROPERTY

Trademark	Country	Status	App. No.	File Date	Reg. No.	Reg. Date	Owner Name
AIRSOURCE	China (People's Republic)	Registered	12249072	3/12/2013	12249072	8/14/2014	MEI Corporation
IDEAL AIR	United States of America	Registered	86/525070	2/5/2015	4825995	10/6/2015	MEI Corporation
IDEAL AIR (stylized and/or with design)	United States of America	Registered	86/525071	2/5/2015	4825996	10/6/2015	MEI Corporation
QCC	United States of America	Registered	86/527374	2/6/2015	4821828	9/29/2015	MEI Corporation
MAG	United States of America	Registered	78/488594	9/23/2004	3040762	1/10/2006	MEI Corporation
AIR CONNECTION	United States of America	Registered	78/488598	9/23/2004	3023468	12/6/2005	MEI Corporation
AIR CENTRAL	United States of America	Registered	78/488602	9/23/2004	3049620	1/24/2006	MEI Corporation
ELITE AIR	United States of America	Registered	78/488608	9/23/2004	3049621	1/24/2006	MEI Corporation
TRUCK AIR PARTS	United States of America	Registered	74/238915	1/21/1992	1827372	3/22/1994	MEI Corporation
TRUCK AIR PARTS (stylized and/or with design)	United States of America	Registered	77/814122	8/27/2009	3833911	8/17/2010	MEI Corporation
AIRSOURCE and Design	United States of America	Registered	77/814136	8/27/2009	3833912	8/17/2010	MEI Corporation
MEI CORPORATION and Design	United States of America	Registered	77/814129	8/27/2009	3861897	10/12/2010	MEI Corporation
MEI CORPORATION	United States of America	Registered	77/814154	8/27/2009	3833913	8/17/2010	MEI Corporation
AIRSOURCE	United States of America	Registered	74/515543	4/19/1994	2026259	12/31/1996	MEI Corporation
COOL STAR	United States of America	Registered	85/188020	12/1/2010	4027115	9/13/2011	MEI Corporation
IDEALAIR	United States of America	Registered	77844421	10/08/2009	3834045	08/17/2010	MEI Corporation
IDEALAIR	United States of America	Registered	73416755	03/10/1983	1350998	07/23/1985	MEI Corporation
QCC	United States of America	Registered	77826957	09/15/2009	3866052	10/19/2010	MEI Corporation