

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM429672

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900407132		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cerberus Business Finance, LLC on behalf of Debtor World Airways, Inc.		04/07/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	World Airways Holdings LLC		
<b>Street Address:</b>	600 Brickell Avenue, 19th Floor		
<b>City:</b>	Miami		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33131		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2228546	WORLD AIRWAYS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8662895775		
<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>	646.535.3252		
<b>Email:</b>	jenna@jfk-lawyer.com		
<b>Correspondent Name:</b>	Jenna F. Karadbil		
<b>Address Line 1:</b>	175 Varick Street, Suite 306		
<b>Address Line 2:</b>	Law Office of Jenna F. Karadbil		
<b>Address Line 4:</b>	New York, NEW YORK 10014		
<b>NAME OF SUBMITTER:</b>	Jenna F. Karadbil		
<b>SIGNATURE:</b>	/Jenna F. Karadbil/		
<b>DATE SIGNED:</b>	06/01/2017		
<b>Total Attachments: 5</b>			
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source=World Airways Release and Assignment Cerberus#page5.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is made and entered into as of April 7, 2017, by and between Cerberus Business Finance, LLC, on behalf of the Debtors' estates pursuant to the terms of the Order (as defined below) and the Clarifying Order (as defined below) ("Assignor"), and World Airways Holdings LLC ("Assignee").

WHEREAS, pursuant to the *Order Approving Stipulation for Collection of Collateral between Cerberus Business Finance, LLC and the Debtors* (Docket No. 813) (the "Order") and the *Order Clarifying Stipulation for Collection of Collateral between Cerberus Business Finance, LLC and the Debtors* (Docket No. 1127) (the "Clarifying Order"), the Debtors have consented, empowered and granted to Assignor all right, power and interest to enforce, collect, receive and apply to the DIP Obligations collections on certain assets (including from the sale of the trademark identified on Schedule A attached hereto (the "Trademark"));

WHEREAS, capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Order;

WHEREAS, this Agreement is made and entered into in connection with the consummation of the transactions contemplated by that certain Bill of Sale, dated as of the date hereof (the "Bill of Sale"), by and among Assignor and Assignee; and

WHEREAS, pursuant to the Bill of Sale, Assignor has agreed to sell, convey, deliver, transfer and assign to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, all of Assignor's right, title and interest in and to the Trademark.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration (including the Purchase Price (as defined in the Bill of Sale)), the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, conveys, delivers, transfers and assigns to Assignee, Assignor's right, title and interest in and to, including any and all common law rights thereto, as well as the goodwill of the business connected with the use of, and symbolized by, the Trademark, free and clear of any lien, claim or encumbrance arising under the DIP Obligations (including without limitation, the security interest granted pursuant to that certain Assignment for Security – Trademarks, recorded at the United States Patent and Trademark Office at Reel/Frame No. 004962/0227, and the documents referenced therein) as well as any trademark registrations, trade names, service marks, and/or trademark applications related thereto.

Together with Assignor's right, title and interest in and to the Trademark, as well as the goodwill of the business associated with said Trademark being assigned to Assignee, are, and Assignor hereby assigns to Assignee, the rights to police, monitor and enforce said Trademark against any and all past, current and future infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this Agreement, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and registration of the Trademark.

Assignor hereby further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all trademark and service mark registrations, amended registrations and renewals that have been or may be granted upon any application or petition for same, to Assignee, and Assignee's successors and/or assigns.

Notwithstanding anything to the contrary herein, Assignee acknowledges and agrees that none of Assignor, the Debtors or any of their respective affiliates, agents or representatives is making (or has made) any representations or warranties whatsoever, express or implied, oral or written, at law or in equity, in respect of the Trademark, including with respect to condition, faults or value, title, possession, quiet enjoyment, usage, merchantability, fitness for any particular purpose, non-infringement or the like, and any such representations or warranties are hereby expressly disclaimed and none shall be implied at law or in equity. Assignee further acknowledges and agrees that the Trademark is being transferred on a "where is" and, as to condition, "as is" basis.

This Agreement is to be governed by and construed in accordance with Federal bankruptcy law, to the extent applicable, and where state law is implicated, the laws of the State of New York shall govern, without giving effect to the choice of law principles thereof (except sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York), including all matters of construction, validity and performance.

For the convenience of the parties hereto, this Agreement may be executed and delivered (by facsimile or PDF signature) in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

Cerberus Business Finance, LLC, on behalf of the Debtors' estates pursuant to the terms of the *Order Approving Stipulation for Collection of Collateral between Cerberus Business Finance, LLC and the Debtors* (Docket No. 813) and the *Order Clarifying Stipulation for Collection of Collateral between Cerberus Business Finance, LLC and the Debtors* (Docket No. 1127)

By:   
Name: Joseph Naccarato  
Title: Chief Operating Officer

WORLD AIRWAYS HOLDINGS LLC

By: 

Name: Ed Wegel

Title: President

SCHEDULE A

Trademark

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>
World Airways	U.S.A.	2228546