

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450504

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRIMEFLIGHT AVIATION SERVICES, INC.		11/10/2017	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	PRIMEFLIGHT AVIATION SERVICES, INC.		
Street Address:	THREE SUGAR CREEK CENTER, SUITE 450		
City:	SUGARLAND		
State/Country:	TEXAS		
Postal Code:	77478		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3187855	PRIMEFLIGHT AVIATION SERVICES	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	714-540-1235		
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	017637-01701		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	11/10/2017		
Total Attachments: 5			
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OP \$40.00 3187855

ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (the "Assignment"), dated as of November 10, 2017, is by and between PrimeFlight Aviation Services, Inc., an Ohio corporation ("Assignor") and PrimeFlight Aviation Services, Inc., a Delaware corporation ("Assignee"), the purchaser of certain assets of Assignor pursuant to the Purchase and Sale Agreement dated as of October 12, 2017 (the "Purchase Agreement"). Assignor and Assignee sometimes hereinafter collectively referred to as the "Parties" and each individually as a "Party."

WHEREAS, under the terms of the Purchase Agreement, Assignor has agreed to sell, convey, assign and transfer to Assignee, among other assets, all of Assignor's worldwide right, title, and interest in and to all trademarks and service marks set forth on Schedule A hereto, together with the goodwill associated with and symbolized thereby, and all applications, registrations, renewals, and extensions therefor (collectively, the "Assigned Marks").

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

1. Conveyance. Assignor does hereby sell, convey, assign and transfer to Assignee, and Assignee hereby accepts, all of Assignor's worldwide right, title and interest in and to the Assigned Marks, together with the goodwill associated therewith and symbolized thereby, and all benefits, privileges, causes of action, common law rights, and remedies relating thereto throughout the world, including, without limitation, exclusive rights to: (a) receive any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, (b) apply for and maintain all registrations, renewals and/or extensions thereof, (c) bring actions and recover damages for past, present and future infringement or other violation thereof and (d) grant licenses or other interests therein.

2. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and any other applicable governmental entity or registrar (including without limitation any applicable foreign or international office or registrar), to record Assignee as the owner of the Assigned Marks, and to issue any and all Assigned Marks to Assignee, as assignee of Assignor's entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Assigned Marks.

3. Further Assurances. Assignor shall provide Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required) as are requested by Assignee to effect, perfect, register, maintain, defend, enforce or otherwise exploit the rights assigned herein, including without limitation: (a) the preparation and prosecution of any applications or registrations assigned herein; and (b) the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, but not limited to, testifying as to any facts relating to the rights assigned herein.

4. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

5. Counterparts. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each Party shall have received a counterpart hereof signed by the other Party. For the convenience of the Parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

6. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

7. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof, and any disputes regarding or arising out of this Assignment will be subject to the exclusive jurisdiction of the state or federal courts located in Wilmington, Delaware.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date above first written.

ASSIGNOR:

PRIMEFLIGHT AVIATION SERVICES, INC.,
an Ohio corporation

By: 
Name: Keith G. Welken
Title: President

ACKNOWLEDGED AND ACCEPTED:

PRIMEFLIGHT AVIATION SERVICES, INC.,
a Delaware corporation

By: _____
Name:
Title:

[Signature Page to Assignment of Trademarks]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date above first written.

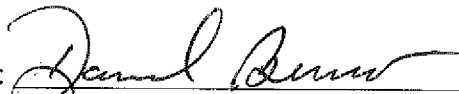
ASSIGNOR:

PRIMEFLIGHT AVIATION SERVICES, INC.,
an Ohio corporation

By: _____
Name:
Title:

ACKNOWLEDGED AND ACCEPTED:

PRIMEFLIGHT AVIATION SERVICES, INC.,
a Delaware corporation

By:  _____
Name: Daniel Bucaro
Title: President and Chief Executive Officer

[Signature Page to Assignment of Trademarks]

TRADEMARK
REEL: 006202 FRAME: 0295

SCHEDULE A TO TRADEMARK ASSIGNMENT

PRIMEFLIGHT AVIATION SERVICES, U.S. Reg. No. 3187855, Reg. Date Dec. 19, 2006