

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501009

| | | | |
|---|--|------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| XOJET, INC. | | 12/06/2018 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | XOJET SALES LLC | | |
| Street Address: | 2000 Sierra Point Pkwy | | |
| Internal Address: | Suite 200 | | |
| City: | Brisbane | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94005 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3320720 | XOJET | |
| Registration Number: | 4788049 | XOJET PREFERRED ACCESS | |
| Registration Number: | 4769551 | TAKE COMMAND | |
| Registration Number: | 4787030 | XOJET ENTERPRISE | |
| Registration Number: | 4281697 | XOJET COAST2COAST | |
| Registration Number: | 5538981 | XOJET ACCESS SOLUTIONS | |
| Registration Number: | 5538982 | XOJET SELECT ACCESS | |
| Registration Number: | 5538983 | XOJET ELITE ACCESS | |
| Serial Number: | 87637285 | XOJET CHARTER ACCESS | |
| Serial Number: | 88080036 | XOJET CORPORATE ACCESS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2124552502 | | |
| <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: | (212) 455-3222 | | |
| Email: | jmull@stblaw.com | | |
| Correspondent Name: | Alexander Raytman | | |
| Address Line 1: | 425 Lexington Avenue | | |
| Address Line 4: | New York, NEW YORK 10017 | | |

CH \$265.00 3320720

| | |
|---|-----------------|
| ATTORNEY DOCKET NUMBER: | 509265/2165 |
| NAME OF SUBMITTER: | J. Jason Mull |
| SIGNATURE: | /J. Jason Mull/ |
| DATE SIGNED: | 12/06/2018 |
| Total Attachments: 4 source=Trademark Assignment (execution version)#page1.tif source=Trademark Assignment (execution version)#page2.tif source=Trademark Assignment (execution version)#page3.tif source=Trademark Assignment (execution version)#page4.tif | |

Trademark Assignment Agreement

This TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment”), effective December 6, 2018, is made and entered into by and between XOJET, INC., a Delaware corporation (“Assignor”), and XOJET SALES LLC, an Delaware limited liability company (“Assignee”) (each a “Party,” and collectively, the “Parties”).

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the U.S. trademark registrations and U.S. trademark applications set forth on Schedule A hereto (the “Assigned Trademarks”);

WHEREAS, Assignor is an affiliate of Assignee; and Assignor wishes to assign, transfer, convey, and sell to Assignee all of its right, title and interest in, to and under the Assigned Trademarks;

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

1. Assignment. Assignor hereby assigns, transfers, conveys and sells to Assignee, all of Assignor’s right, title and interest in and to the Assigned Trademarks and together with the goodwill symbolized thereby and all common-law rights related thereto, together with the right to sue and recover damages for past infringements of the Assigned Trademarks. Assignee shall hold the rights to the foregoing for and during the existence of such Assigned Trademarks, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. The foregoing assignment is made without any representations, warranties or indemnities, express or implied, with respect to the Assigned Trademarks.

2. Further Assurances; Recordation. At the request and expense of Assignee, Assignor shall execute and deliver any further documents and take any further actions that may be reasonably necessary or desirable to assist Assignee in perfecting and recording the assignment, transfer and conveyance in Section 1. Assignee hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Assignment.

3. Governing Law. This Agreement shall be governed in all respects by the laws of the State of New York, without reference to the choice of law or conflicts of law principles thereof that would result in the application of the laws of any other jurisdiction.

4. Counterparts. This Assignment may be executed in counterparts, and facsimile or PDF signatures shall serve as originals to bind the Parties.

[Remainder of page intentionally left blank. Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the day and year first above written.

XOJET, INC., as Assignor

By:  _____

Name: Bradley Stewart

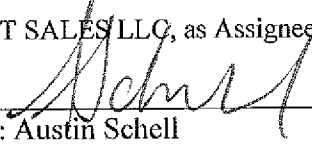
Title: Chairman and Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the day and year first above written.

XOJET, INC., as Assignor

By: _____
Name: Bradley Stewart
Title: Chairman and Chief Executive Officer

XOJET SALES LLC, as Assignee

By:  _____
Name: Austin Schell
Title: President, Flight Operations

SCHEDULE A

U.S. Trademark Registrations

| <u>Mark</u> | <u>Registration No.</u> |
|------------------------|-------------------------|
| XOJET | 3,320,720 |
| XOJET PREFERRED ACCESS | 4,788,049 |
| TAKE COMMAND | 4769551 |
| XOJET ENTERPRISE | 4,787,030 |
| XOJET COAST2COAST | 4,281,697 |
| XOJET ACCESS SOLUTIONS | 5538981 |
| XOJET SELECT ACCESS | 5538982 |
| XOJET ELITE ACCESS | 5538983 |

U.S. Trademark Applications

| <u>Mark</u> | <u>Application No.</u> |
|------------------------|------------------------|
| XOJET CHARTER ACCESS | 87637285 |
| XOJET CORPORATE ACCESS | 88080036 |