

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505350

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Panasonic Avionics Corporation		10/09/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Flyht Aerospace Solutions Ltd.		
Street Address:	Suite 300E, 1144 - 29 Ave NE		
City:	Calgary, AB		
State/Country:	CANADA		
Postal Code:	T2E 7P1		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2978430	TAMDAR	
Registration Number:	5324157	FLIGHTLINK	
CORRESPONDENCE DATA			
Fax Number:	7804217951		
<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:	780-917-5242		
Email:	cunninghamk@bennettjones.com		
Correspondent Name:	Kimberley Cunningham		
Address Line 1:	3200 TELUS House, 10020-100 Street		
Address Line 4:	Edmonton, AB, CANADA T5J 0N3		
NAME OF SUBMITTER:	Kimberley Cunningham		
SIGNATURE:	/Kimberley Cunningham/		
DATE SIGNED:	01/10/2019		
Total Attachments: 4			
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “**Agreement**”) is made as of October 9, 2018, by and between FLYHT AEROSPACE SOLUTIONS LTD., a corporation incorporated under the federal laws of Canada (“**Purchaser**”), and PANASONIC AVIONICS CORPORATION, a Delaware corporation (“**Seller**”). Capitalized terms not otherwise defined shall have the meaning ascribed to such terms in **Annex I**.

WHEREAS, Seller operates Panasonic Weather Solutions, a division of Seller, which collects weather observations using proprietary TAMDAR equipment installed on various airplanes, provides certain satellite communications related products branded as FlightLink and operational applications and services branded as AirMap and Iridium satellite communications services through a Value Added Reseller agreement with Iridium (the “**Business**”); and

WHEREAS, with respect to the Business, Purchaser wishes to purchase from Seller and Seller wishes to sell to Purchaser, all of the Acquired Assets on and subject to the terms and conditions set forth in this Agreement (the “**Acquisition**”).

NOW, THEREFORE, in consideration of the premises and mutual representations, warranties, covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE 1

PURCHASE AND SALE

1.1 **Acquired Assets.** Subject to the terms and conditions set forth in this Agreement, at the Closing, Seller shall sell, convey, assign, transfer and deliver, free and clear of all Liens (except for Permitted Exceptions), to Purchaser (or an Affiliate of Purchaser designated by Purchaser prior to the Closing) and Purchaser shall purchase, accept, acquire and take assignment and delivery of, all right, title and interest in, to and under the Acquired Assets. “**Acquired Assets**” means all of the following assets, rights, properties, claims and Contracts:

(a) all right, title and interest in, to and under each Contract listed on Schedule 1.1(a), and, to the extent transferable, all Permits that are primarily related to the Business, all of which are listed on Schedule 1.1(a);

(b) all personal property, including inventory (both deployed on aircraft, work-in-progress and finished goods) all machinery, equipment, including all computer equipment, including data processing hardware and related telecommunications equipment, media and tools, and any equipment subject to an operating lease, in each case, to the extent primarily related to the Business, including all assets listed on Schedule 1.1(b);

(c) all Intellectual Property owned by Seller and exclusively related to the Business (the “**Transferred Intellectual Property**”), including all software, applications and

services, to the extent owned by Seller and exclusively related to the Business (the “**Applications**”), all of which are listed on Schedule 1.1(c);

(d) all technical and descriptive materials relating to the acquisition, design, development, use or maintenance of the Applications, to the extent exclusively related to the Business (the “**Documentation**”);

(e) all data and information, in any transferrable medium, including proprietary information, technical information, source code and object code relating to any Acquired Asset, including: (i) all content and data embodied in, delivered through, or used to operate the Applications; and (ii) all databases, customer lists, forms, and textual, video, graphical and multimedia works, in each case, to the extent exclusively used by the Business (the “**Content**”);

(f) all operational data, creative materials, marketing information, advertising materials, sales and promotional literature, studies, reports, sales records, sales agent records, manuals and data, sales and purchase correspondence, billing systems, engineering information, customer files (including customer credit and collection information), historical and financial records and quality control data, in each case, to the extent primarily related to the Business;

(g) all warranties, indemnities or other rights and causes of action to the extent primarily related to the Acquired Assets;

(h) all goodwill related to, arising from or used in connection with the Business;

(i) the IP addresses and URL/Internet domain names listed on Schedule 1.1(i);
and

(j) all books, records, files, papers, including passcode sets for each back end provider and each customer of the Business, and all delivery platforms, gateways, “on ramp” connections and access points, in each case to the extent owned by Seller, exclusively related to the Business and not otherwise covered by subsection (a)-(i) of this Section 1.1.

1.2 **Excluded Assets.** Nothing in this Agreement will be deemed to sell, convey, transfer, assign or deliver any property, asset or right of Seller that is not an Acquired Asset (collectively, the “**Excluded Assets**”), and Seller will retain all right, title and interest in and to the Excluded Assets, which include the following:

(a) all assets (including all rights, properties, claims, Contracts, business, real property, leasehold interests in real property, equipment, machinery, vehicles, tools and other tangible personal property) of Seller that do not constitute Acquired Assets;

(b) all cash and cash equivalents, bank accounts and securities of Seller, including any such items relating to the Business;

(c) all taxpayer and other identification numbers and minute books, stock transfer books, Tax Returns and other documents relating to the organization, maintenance, and existence of Seller as a corporation;

IN WITNESS WHEREOF, the parties have executed and caused this Asset Purchase Agreement to be executed and delivered on the date first above written.

PURCHASER:

FLYHT AEROSPACE SOLUTIONS LTD.


By: Thomas R. Schmutz
Name: Thomas R. Schmutz
Title: CEO

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

TRADEMARK
REEL: 006521 FRAME: 0501

SELLER:

PANASONIC AVIONICS CORPORATION

By: 

Name: Hideo Nakano

Title: Chief Executive Officer

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]