

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505984

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AERION CORPORATION		01/15/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AERION INTELLECTUAL PROPERTY MANAGEMENT CORPORATION		
Street Address:	5190 NEIL ROAD, SUITE 500		
City:	RENO		
State/Country:	NEVADA		
Postal Code:	89502		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5380879	AS2	
Registration Number:	4679098	AERION	
Registration Number:	3790217	AERION	
Registration Number:	4656151	GOCART	
Registration Number:	3799252		
Serial Number:	86273064	GOCART	
Serial Number:	86659516	BOOMLESS CRUISE	
Serial Number:	87399700	AERION SUPERSONIC	
Serial Number:	87725196	SUPERCUISE	
CORRESPONDENCE DATA			
Fax Number:	7037707901		
<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:	650.233.4500		
Email:	Judy.Keeley@pillsburylaw.com		
Correspondent Name:	DAVID A. JAKOPIN/ATTN: JUDY KEELEY		
Address Line 1:	2550 hanover street		
Address Line 4:	Palo Alto, CALIFORNIA 94304-1115		
ATTORNEY DOCKET NUMBER:	016596-0000003		

CH \$240.00 5380879

NAME OF SUBMITTER:	David A. Jakopin - Reg. No. 32995
SIGNATURE:	/David A. Jakopin/
DATE SIGNED:	01/15/2019
Total Attachments: 4 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into by and between **Aerion Corporation** ("Assignor"), and **Aerion Intellectual Property Management Corporation** ("Assignee") as of November 17, 2017 ("Effective Date"), which is the same date as the effective date on which Assignor and Assignee entered into the Intellectual Property Contribution and License Agreement ("Contribution Agreement").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the trademarks and service marks, their corresponding registrations and application records in the jurisdictions named, all enforcement rights, all rights based on use in commerce in a jurisdiction, and all reputational value and the goodwill of the business associated therewith (collectively, the "Marks"); and

WHEREAS, consistent with, and as provided in the Contribution Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest to the Marks; and

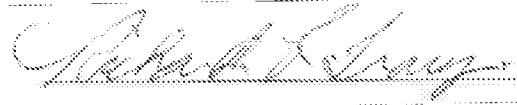
SO NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee its entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor hereby requests the United States Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign jurisdictions, to record Assignee as the assignee and owner of the Marks.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives and made effective as of the Effective Date.

ASSIGNOR:
AERION CORPORATION

By:



Name: Richard R. Tracy

Title: Senior Vice President

Date: January 15, 2019

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives and made effective as of the Effective Date.

ASSIGNEE:
 AERION INTELLECTUAL PROPERTY
 MANAGEMENT CORPORATION

By: 

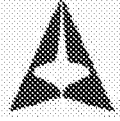
Name: Richard R. Tracy

Title: President

Date: January 15, 2019

Schedule A

Mark:	App. or Reg. No. and Status:	Goods or Services:	Jurisdiction:
AERION	Reg. No. 013533815 Registered: Renewal due in 2024	Class 42: Software development services, namely, development of software for aeronautical design, analysis, and aeronautical modelling; aeronautical engineering services	EU
AS2	Reg. No.: 013533781 Registered: Renewal due in 2024	Class 42: Aeronautical engineering services	EU
AS2	Reg. No. 5380879 Registered: Sixth year affidavit due in 2023	Class 42: Aeronautical engineering services	US
AERION	Reg. No. 4679098 Registered: Sixth year affidavit due in 2020	Class 42: Software development services, namely, development of software for aeronautical design, analysis, and aeronautical modeling	US
AERION	Reg. No.: 3790217 Registered: Renewal due in 2020	Class 42: Aeronautical engineering services	
GOCART	Reg. No.: 4656151 Registered: Sixth year affidavit due in 2019	Class 9: Software for aircraft aerodynamic design analysis.	US

	U.S. Reg. No. 3799252 Registered: Renewal due in 2020	Class 42: Aeronautical engineering services	US
GOCART	U.S. App. Ser. No.: 86273064 Allowed.	Class 42: Providing temporary use of non-downloadable software for aircraft aerodynamic design analysis	US
BOOMLESS CRUISE	U.S. App. Ser. No.: 86659516 Allowed.	Class 42: Aeronautical engineering services	US
AERION SUPERSONIC	U.S. App. Ser. No.: 87399700 Allowed.	Class 42: Aeronautical engineering services	US
SUPERCRUISE	U.S. App. Ser. No.: 87725196 Pending.	Class 42: Aeronautical engineering services	US