

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM509599

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sentient Jet, LLC		02/11/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tuvoli, LLC		
<b>Street Address:</b>	355 Richmond Road		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44143		
<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>	5240025	FLIGHT COMMAND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	mstanton@onesky.com		
<b>Correspondent Name:</b>	Matt Stanton		
<b>Address Line 1:</b>	355 Richmond Road		
<b>Address Line 4:</b>	Cleveland, OHIO 44143		
<b>NAME OF SUBMITTER:</b>	Matt Stanton		
<b>SIGNATURE:</b>	/Matt Stanton/		
<b>DATE SIGNED:</b>	02/11/2019		
<b>Total Attachments: 3</b>			
source=Flight Command - Sentient Assignment to Tuvoli (executed)#page1.tif			
source=Flight Command - Sentient Assignment to Tuvoli (executed)#page2.tif			
source=Flight Command - Sentient Assignment to Tuvoli (executed)#page3.tif			

OP \$40.00 5240025

**TRADEMARK ASSIGNMENT**

Sentient Jet, LLC, a Delaware limited liability company ("Assignor"), has adopted, used and is using the trademark set forth on Schedule A (including all related registrations and applications for registration, the "Mark"). Assignor wishes to assign the Mark to its affiliate Tuvoli, LLC, a Delaware limited liability company ("Assignee"), and assignee wishes to accept the assignment of the Mark from Assignor. Accordingly, Assignor and Assignee agree as follows:

1. Assignment. In exchange for \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as of the date set forth below, Assignor assigns and transfers to Assignee all right, title and interest in and to the Mark, including without limitation (a) any and all unregistered, common law trademark rights in and to the Mark and the right to enforce the Mark with respect to usage before, on, and after the date set forth below, and to collect damages for infringement of the Mark, whether occurring before, on, or after the date set forth below; (b) the goodwill symbolized by and associated with the Mark; and (c) all rights of any kind accruing under the Mark provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks and any other applicable governmental officials to record and register this Trademark Assignment upon Assignee's request. Assignor will execute and file such additional documents, and take all other reasonable actions, as may be required to vest full title in the Mark to Assignee.

3. General Provisions. This Trademark Assignment will be governed by and construed in accordance with the laws of the State of Ohio without reference to its choice of law rules. This Trademark Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. This Trademark Assignment is binding upon and will inure to the benefit of Assignor, Assignee and their respective successors and assigns.

Assignor and Assignee have executed this Trademark Assignment as of the 11th day of \_\_\_\_\_ February \_\_\_\_\_, 2019.

ASSIGNOR:

ASSIGNEE:

SENTIENT JET, LLC

TUVOLI, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Michael A. Rossi

Name: Greg Johnson

Title: Manager

Title: Chief Technology Officer

**TRADEMARK ASSIGNMENT**

Sentient Jet, LLC, a Delaware limited liability company (“Assignor”), has adopted, used and is using the trademark set forth on Schedule A (including all related registrations and applications for registration, the “Mark”). Assignor wishes to assign the Mark to its affiliate Tuvoli, LLC, a Delaware limited liability company (“Assignee”), and assignee wishes to accept the assignment of the Mark from Assignor. Accordingly, Assignor and Assignee agree as follows:

1. Assignment. In exchange for \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as of the date set forth below, Assignor assigns and transfers to Assignee all right, title and interest in and to the Mark, including without limitation (a) any and all unregistered, common law trademark rights in and to the Mark and the right to enforce the Mark with respect to usage before, on, and after the date set forth below, and to collect damages for infringement of the Mark, whether occurring before, on, or after the date set forth below; (b) the goodwill symbolized by and associated with the Mark; and (c) all rights of any kind accruing under the Mark provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks and any other applicable governmental officials to record and register this Trademark Assignment upon Assignee’s request. Assignor will execute and file such additional documents, and take all other reasonable actions, as may be required to vest full title in the Mark to Assignee.

3. General Provisions. This Trademark Assignment will be governed by and construed in accordance with the laws of the State of Ohio without reference to its choice of law rules. This Trademark Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. This Trademark Assignment is binding upon and will inure to the benefit of Assignor, Assignee and their respective successors and assigns.

Assignor and Assignee have executed this Trademark Assignment as of the 11th day of February, 2019.

ASSIGNOR:

ASSIGNEE:

SENTIENT JET, LLC

TUVOLI, LLC

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: Michael A. Rossi

Name: Greg Johnson

Title: Manager

Title: Chief Technology Officer

**SCHEDULE A**

<b>Mark</b>	<b>Country</b>	<b>Application No.</b>	<b>Application/ Registration Date</b>	<b>Registration No.</b>
FLIGHT COMMAND	United States	87176506	07/11/2017	5240025