

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM511371

<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>
Magnum Wireless Midwest, LLC		02/21/2019	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Surf Air Wireless, LLC		
<b>Street Address:</b>	1305 Pine Lake Road		
<b>City:</b>	LaPorte		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46350		
<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>	4452162	SURF AIR WIRELESS	
<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>	rvickery@cyp-law.com		
<b>Correspondent Name:</b>	Randall G. Vickery		
<b>Address Line 1:</b>	303 W. Madison Street		
<b>Address Line 2:</b>	Suite 2300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	Randall G. Vickery		
<b>SIGNATURE:</b>	/RGV/		
<b>DATE SIGNED:</b>	02/25/2019		
<b>Total Attachments: 3</b>			
source=Surf Air Wireless Assignment#page1.tif			
source=Surf Air Wireless Assignment#page2.tif			
source=Surf Air Wireless Assignment#page3.tif			

OP \$40.00 4452162

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

21<sup>st</sup> This Intellectual Property Assignment Agreement (the "Agreement") is made as of the day of February, 2019 by and between Magnum Wireless Midwest, LLC, a Delaware limited liability company, ("Assignor") and Surf Air Wireless, LLC, a Delaware limited liability company ("SAW" or "Assignee").

1. **Intellectual Property Assignment.** The Assignor hereby irrevocably conveys, transfers and assigns to SAW, its successors and assigns, for good and sufficient consideration which is hereby acknowledged, the entire right, title and interest in and to any and all of the following that exist as of the date hereof: (a) Intellectual Property (as defined below) belonging to the company and business commonly known as "Magnum Wireless Midwest, LLC" including all goodwill associated thereto or symbolized by any and all Intellectual Property related thereto, and any applications, intent to use applications or registrations related to the foregoing, the transfer of such applications accompanies the transfer of Assignor's business to which the trademarks pertain, or that portion of the business to which the trademarks pertain, and said business is ongoing and existing; (b) any and all websites, social media accounts, and access and passwords thereto related in any way to Assignor and any Intellectual Property related thereto; (c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; (d) 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; and (e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Intellectual Property Definition.** "Intellectual Property" means any and all intellectual property and tangible embodiments thereof, including without limitation collectively, all rights in, to and under patents, trade secret rights, copyrights, trademarks, service marks, trade dress and similar rights of any type, including all goodwill associated therewith, under the laws of any governmental authority, including without limitation, all applications and registrations relating to the foregoing, inventions, discoveries, designs, specifications, developments, methods, modifications, improvements, processes, know-how, show-how, techniques, algorithms, databases, computer software and code (including software and firmware listings, assemblers, applets, compilers, source code, object code, net lists, design tools, user interfaces, application programming interfaces, protocols, formats, documentation, annotations, comments, data, data structures, databases, data collections, system build software and instructions), mask works, formulae, techniques, supplier and customer lists, trade secrets, graphics or images, text, audio or visual works, materials that document design or design processes, or that document research or testing, schematics, diagrams, product specifications and other works of authorship.

3. **Further Assurances.** Assignor agrees to execute any and all papers and documents, and take such other actions as are reasonably requested by SAW to evidence, perfect, defend the foregoing assignment and fully implement SAW's proprietary rights in the subject matter

assigned hereunder, such as obtaining and enforcing copyrights, patents or trademarks and to fully cooperate in the prosecution, enforcement and defense of such proprietary rights and all other Intellectual Property. Assignor further agrees that if SAW is unable, for any reason, to secure signatures to apply for or to pursue any application for any patent, copyright, trademark or other proprietary right covering any Intellectual Property assigned to SAW, then Assignor hereby irrevocably designates and appoints SAW's duly authorized officers and agents as Assignor's agent and attorney-in-fact, to act for and on Assignor's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, trademarks and other registrations thereon with the same legal force and effect as if executed by Assignor.

4. **Representations and Covenants.** The Assignor represents and warrants that (i) the Assignor is the owner of the entire right, title and interest in and to the Intellectual Property, (ii) the Assignor has the sole right and authority to enter into this Agreement and grant the rights hereunder, (iii) SAW was not previously granted any rights or licenses in the Intellectual Property, (iv) the Assignor is not obligated under other agreement or obligation that conflicts with, or would prevent the Assignor from fully performing the Assignor's obligations under this Agreement.

5. **Governing Law.** This Agreement and actions taken hereunder shall be governed by, and construed in accordance with, the laws of the State of Indiana applied without regard to conflict of law principles.

6. **Miscellaneous.** This Agreement, including the exhibits, schedules, and other documents and instruments referred to herein, embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter. If any one or more provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by all parties hereto.

REMAINDER OF PAGE DELIBERATELY LEFT BLANK

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Assignment Agreement to be executed.

**For the Assignor**

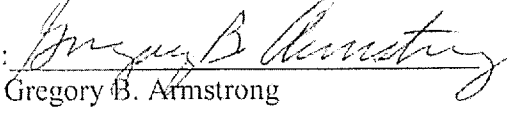
**Magnum Wireless Midwest LLC**

By:   
Gregory B. Armstrong

Title: President

**For the Assignee**

**Surf Air Wireless, LLC**

By:   
Gregory B. Armstrong

Title: Chief Executive Officer, Sole Member