

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM526286

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Airsign, Inc.		05/31/2019	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Van Wagner Group, LLC		
<b>Street Address:</b>	800 Third Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: NEW YORK		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4738856	AIRSIGN.COM	
<b>Registration Number:</b>	4655495	AIRSIGN	
<b>Registration Number:</b>	2794428	HELI-BANNER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127540330		
<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>Phone:</b>	212-907-7300		
<b>Email:</b>	ejaffe@golenbock.com		
<b>Correspondent Name:</b>	Elizabeth A. Jaffe		
<b>Address Line 1:</b>	711 Third Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>NAME OF SUBMITTER:</b>	Elizabeth A. Jaffe		
<b>SIGNATURE:</b>	/Elizabeth A. Jaffe/		
<b>DATE SIGNED:</b>	06/04/2019		
<b>Total Attachments: 6</b>			
source=Airsign-Van Wagner Assignment#page1.tif			
source=Airsign-Van Wagner Assignment#page2.tif			
source=Airsign-Van Wagner Assignment#page3.tif			

OP \$90.00 4738856

source=Airsign-Van Wagner Assignment#page4.tif

source=Airsign-Van Wagner Assignment#page5.tif

source=Airsign-Van Wagner Assignment#page6.tif

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is made this 31st day of May, 2019 (the "Effective Date"), by AIRSIGN, INC., a Florida corporation (the "Assignor") having a principal place of business at 12 N.W. 5th Place, Williston, Florida 32696, to VAN WAGNER GROUP, LLC, a New York limited liability company (the "Assignee"), having a principal place of business at 800 Third Avenue, New York, New York 10022.

**WHEREAS**, Assignor and Assignee are parties to that Partial Strict Foreclosure Agreement dated as of May 10, 2019 by and among the Assignee, the Assignor and others, and further pursuant to Sections 9-620 *et seq.* of the UCC (the "PSF Agreement"); and

**WHEREAS**, in accordance with the PSF Agreement, the Assignee desires, and the Assignor has agreed to assign, without recourse, representation or warranty of any kind, to the Assignee, the entire right, title and interest in and to the Trademarks, together with the goodwill of the business connected with the use of and symbolized by the Trademarks (as defined below).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby irrevocably sells, assigns and transfers to Assignee and its successors and assigns, effective as of the Effective Date, all right, title and interest, free and clear of all liens, claims and encumbrances of any nature whatsoever, in and for the United States and all foreign countries, whether now known or hereafter created, in perpetuity, throughout the universe, in and to all of the trademarks, service marks, trade names and trade dress, including any logos, designs, fictitious names and other business identifiers (along with all proprietary or other rights in any or all of such trademarks, service marks, trade names, and trade dress and all registrations and/or applications related thereto) owned by Assignor in connection with the Assignor's business, other than any of the foregoing that is used by Assignor or any of its subsidiaries solely for its or their business involving an airship (*i.e.*, an engine driven lighter than air aircraft that can be steered)), together with any goodwill symbolized by all such trademarks, service marks, trade names and trade dress (collectively, the "Trademarks"), including, without limitation, those Trademarks listed on Schedule 1 hereto, along, in each case, to the fullest extent permitted by law, with any and all claims for past infringement, and the right to initiate suit and obtain damages and attorneys' fees and other forms of relief, both legal and equitable, arising from infringement, misappropriation or other violation of any right in or with respect to any of the foregoing, whether prior to or subsequent to the Effective Date;

**TO HAVE AND TO HOLD** the aforementioned properties, assets and rights unto Assignee, its successors and assigns, to and for its use forever.

**FURTHER**, the Assignor agrees execute and provide, promptly after its execution hereof, such further instruments, documents or assignments, without recourse, representation or warranty of any kind, as may be reasonably necessary to effectuate the purposes of this transaction and to consolidate, vest and record in the Assignee's name the Assignor's rights in and to the Trademarks.

This Assignment shall be governed by and construed and interpreted in accordance with, the laws of the State of New York, without regard to principles of conflicts of law.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Execution and delivery of this Assignment by delivery of a facsimile or electronically recorded copy (including a .pdf file) bearing a copy of the signature of a party shall constitute a valid and binding execution and delivery of this Assignment by such party. Such copies shall constitute enforceable original documents.

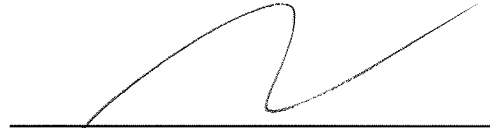
*[Remainder of page intentionally left blank; signature pages follow]*



IN WITNESS WHEREOF, the undersigned has executed this Trademark Assignment Agreement as of the Effective Date.

**ASSIGNEE:**

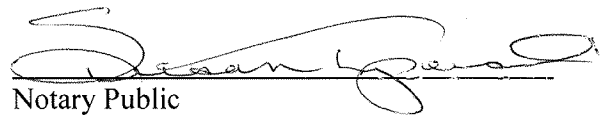
**VAN WAGNER GROUP, LLC**

By:   
Name: John Massoni  
Title: Chief Operating Officer

**ACKNOWLEDGEMENT**

State of New York    )  
                                  ) ss:  
County of New York )

On the 31st day of May in the year 2019, before me, the undersigned, personally appeared John Massoni, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her official capacity, and that by his/her signature on the instrument, the person or entity upon behalf of which the individual acted, executed the instrument.

  
Notary Public

SUSAN TYSOWSKI  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02TY6079334  
Qualified in New York County  
My Commission Expires 08-26-2022

*[signature page to Trademark Assignment Agreement]*

Schedule 1 to Trademark Assignment Agreement

Schedule 1 to Trademark Assignment Agreement

1. AirSign.com and Logo:

- Registration number 4738856
- Serial number 86411052
- Description: Color is not claimed as a feature of the mark. The mark consists of a propeller plane pulling a banner with the literal element "AirSign.com" on the banner.

2. AirSign:

- Registration number 4655495
- Serial number 86196934

3. Heli-Banner:

- Registration number 2794428
- Serial number 76488321