

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM651964

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UNIVERSAL WEATHER AND AVIATION, INC.		03/04/2020	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	WORLD FUEL SERVICES, INC.		
Street Address:	9800 NW 41st Street, Suite 400		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33178		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1385439	UVAIR	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-813-5900		
Email:	anicolescu@fzlz.com		
Correspondent Name:	Nancy Sabarra		
Address Line 1:	FROSS ZELNICK LEHRMAN & ZISSU, P.C.		
Address Line 2:	151 West 42nd St., 17th Fl.		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	WFS 2107741		
NAME OF SUBMITTER:	Anca Nicolescu		
SIGNATURE:	/anca nicolescu/		
DATE SIGNED:	06/04/2021		
Total Attachments: 7			
source=Executed assignment to World Fuel (F4109369x96B9E)#page1.tif			
source=Executed assignment to World Fuel (F4109369x96B9E)#page2.tif			
source=Executed assignment to World Fuel (F4109369x96B9E)#page3.tif			

CH \$40.00 1385439

source=Executed assignment to World Fuel (F4109369x96B9E)#page4.tif

source=Executed assignment to World Fuel (F4109369x96B9E)#page5.tif

source=Executed assignment to World Fuel (F4109369x96B9E)#page6.tif

source=Executed assignment to World Fuel (F4109369x96B9E)#page7.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Trademark Assignment**”), effective as of March 4, 2020, is made by UNIVERSAL WEATHER AND AVIATION, INC., a Texas corporation (“**Seller**”), in favor of WORLD FUEL SERVICES, INC., a Texas corporation (“**Buyer**”).

RECITALS

WHEREAS, Buyer, Seller and certain subsidiaries of Seller are parties to the Purchase Agreement, dated as of August 21, 2019 (the “**Purchase Agreement**”), pursuant to which, among other things, Seller will sell, assign, convey, transfer and deliver to Buyer certain intellectual property of Seller; and

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office and similar offices and authorities in other jurisdictions worldwide.

NOW THEREFORE, in consideration of the mutual premises, covenants and agreements contained herein, Seller and Buyer agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably Sells, assigns, conveys, transfers and delivers to Buyer all of Seller’s right, title, and interest in and to the following, in each case, free and clear of all Liens (as defined in the Purchase Agreement):

(a) the trademark registrations, the trademark applications and the common law trademarks, all as set forth on **Schedule 1** hereto and all issuances, extensions and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided, however, that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Seller’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) 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

(d) 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. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and similar offices and authorities in other jurisdictions worldwide, to record and register this Trademark Assignment upon request by Buyer. Following the date

hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

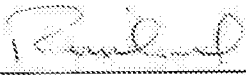
4. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Seller and Buyer have duly executed and delivered this Trademark Assignment as of the date first written above.

BUYER:

WORLD FUEL SERVICES, INC.

By 

Name: Richard D. McMichael

Title: SVP – Global Finance

SELLER:

UNIVERSAL WEATHER AND AVIATION,
INC.

By _____

Name:

Title:

IN WITNESS WHEREOF, Seller and Buyer have duly executed and delivered this Trademark Assignment as of the date first written above.

BUYER:

WORLD FUEL SERVICES, INC.

By _____

Name: Richard D. McMichael

Title: SVP – Global Finance

SELLER:

UNIVERSAL WEATHER AND AVIATION,
INC.

By _____

Name: Ralph J. Vasami

Title: Chief Executive Officer

SCHEDULE 1

ASSIGNED TRADEMARKS

REDACTED

REDACTED

{F3408699.1}

Mark	Jurisdiction	Ser. No.	Date Filed	Reg. No.	Date Reg.	Status	Owner
							Inc.
UVair	United States	86283595	2014-05-16	4710977	2015-03-31	Registered	Universal Weather and Aviation, Inc.
UVair (Stylized)	United States	73538531	1985-05-20	1385439	1986-03-04	Registered	Universal Weather and Aviation, Inc.

REDACTED