

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM721186

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900674825		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jetaport, Inc.		08/23/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Dominion Capital LLC		
Street Address:	256 West 38th Street		
Internal Address:	15th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Liability Company: CONNECTICUT		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5157393	SKIPPER	
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:	202-775-1216		
Email:	cmcwhinney@sullivanlaw.com		
Correspondent Name:	Christopher T. McWhinney		
Address Line 1:	1666 K ST, NW,		
Address Line 4:	Washington, D.C. 20006		
NAME OF SUBMITTER:	Christopher T. McWhinney		
SIGNATURE:	/Christopher T. McWhinney/		
DATE SIGNED:	04/14/2022		
Total Attachments: 7			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment") dated as of 8/23/2018 is entered into by and among Drew McManigle, as assignee for the benefit of creditors of Jetaport, Inc. ("Assignor") and Dominion Capital LLC, a Connecticut limited liability company, as agent ("Assignee").

WITNESSETH:

WHEREAS, the Assignor has entered into proceedings for the assignment of its assets for the benefit of creditors before the Court of Chancery of the State of Delaware Case No. 2018-02970AGB and the Assignee is the main secured creditor of the Assignor;

WHEREAS, the Assignor wishes to assign all of its right, title, and interest in any Intellectual Property (as defined below) to the Assignee;

NOW, THEREFORE, in consideration of the premises set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Assignor hereby assigns and transfers, to the extent transferrable by law, to the Assignee all of the Assignor's rights, title, interests and remedies to the following (the "Assigned Assets"):

- (a) all Intellectual Property, together with all related Claims and Permits;
- (b) all renewals, reissues, reexaminations, continuations, continuations-in-part, divisionals, reversions and extensions of the foregoing;
- (c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;
- (d) all proceeds and rights to payments under the foregoing; and
- (e) all books and records relating to any of the foregoing.

Assignor makes no representations or warranty with respect to the existence of any of the foregoing and Assignee represents that Assignee has had ample time and opportunity to investigate the existence of any of the foregoing, including, without limitation, any rights of Assignor in any intellectual property, including, without limitation, the Intellectual Property.

2. The Assignor hereby irrevocably authorizes and empowers Assignee or its agents, in the sole discretion of Assignee, to assert either directly or on behalf of such Assignor, any such related Claims, as Assignee may deem proper. Each Assignor hereby irrevocably makes, constitutes and appoints Agent (and any officers, employees, or agents designed by Agent) as its true and lawful attorney (and agent-in-fact) for the purpose of enabling Assignee or its agents, in the name of the Assignor and without the need for the further signature of such Assignor, to (i) assert and collect such Claims, (ii) execute any certificate, confirmation, assignment, form or other document to evidence, effect, protect, defend or assert the assignment set forth herein or the Assigned Assets and (iii) make any filing, recordation, registration or

deliver any other document, or obtain any Permit or start any other process with any Governmental Body in any jurisdiction to evidence, effect, protect, defend or assert the assignment set forth herein or the Assigned Assets.

3. At any time or from time to time, upon Agent's written request, the Assignor will execute and deliver to the Assignee such further documents and do such other acts and things as the Assignee may request in order to further effect the purposes of this Assignment or any schedule, amendment or supplement hereto, in accordance with the laws of any applicable jurisdictions.

4. The Assignor hereby represents and warrants that:

(a) this Assignment is in full force and effect and has been duly executed and delivered by Assignor;

(b) to the best knowledge of the Assignor, this Assignment does not contravene any Contractual Obligation of the Assignor.

5. The following terms have the following meaning in this Assignment:

"Action" against a Person means an action, suit, litigation, arbitration, investigation, complaint, dispute, contest, hearing, inquiry, inquest, audit, examination or other proceeding threatened or pending against, affecting or purporting to affect such Person or its property, whether civil, criminal, administrative, investigative or appellate, in law or equity before any arbitrator or Governmental Body.

"Claim" means all rights, demands, covenants, duties, claims, Actions and causes of actions, settlements, judgments, damages, losses, debts, responsibilities, commissions and interest, disbursements, interest, charges, costs, fees and expenses (including, without limitation, fees, charges, and disbursements of financial, legal and other advisors, consultants and professionals and, if applicable, any value-added and other taxes and charges thereon), in each case of any kind or nature, whether joint or several, whether now existing or hereafter arising and however acquired and whether or not known, asserted, direct, contingent, liquidated, due, consequential, actual, punitive or treble.

"Contractual Obligation" means, with respect to any Person, any provision of any Security issued by such Person or of any agreement, undertaking, contract, lease, indenture, mortgage, deed of trust or other instrument (other than a Credit Document) to which such Person is a party or by which it or any of its property is bound or to which any of its property is subject.

"Copyrights" means all rights, title and interests (and all related IP Ancillary Rights) arising under any Regulation in or relating to copyrights and all mask work, database and design rights, whether or not registered or published, all registrations and recordings thereof and all applications in connection therewith.

"Governmental Body" means the government of the United States or of any state thereof or any other nation or any political subdivision thereof, whether state, regional, provincial or local, and any agency, authority, instrumentality, regulatory body, court (or arbitrator or similar Person), central bank, self-regulatory authority, stock exchange or other entity exercising executive, legislative, judicial, taxing, police, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank) and any Person owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing.

"Intellectual Property" means, collectively, to the extent any is owned by Assignor and is permitted by applicable law to be transferred, all Copyrights, all Patents and all Trademarks, Patents, Internet Domain Names, Trade Secrets and IP Licenses and including, without limitation: (i) all inventions, processes, production methods, proprietary information, software, proprietary code, know-how and trade secrets; (ii) all licenses or user or other agreements granted to the Assignor with respect to any of the foregoing, in each case whether now or hereafter owned or used including the licenses or other agreements; (iii) all customer lists, identification of suppliers, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs; (iv) all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured; (v) all accounting information and all media in which or on which any information or knowledge or data or records may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data; and (vi) all causes of action, claims and warranties, in each case, now or hereafter owned or acquired by the Assignor in respect of any item listed above.

"Internet Domain Names" means all rights, title and interests (and all related IP Ancillary Rights) arising under any Regulation in or relating to Internet domain names.

"IP Ancillary Rights" means, with respect to any other Intellectual Property, as applicable, all foreign counterparts to, and all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of, such Intellectual Property and all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Intellectual Property, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof, and, in each case, all rights to obtain any other IP Ancillary Right.

"IP License" means all agreements, licenses and other documents (and all related IP Ancillary Rights), whether written or oral, granting any right title and interest in or relating to any Intellectual Property.

"Liabilities" means all claims, actions, suits, judgments, damages, losses, liability, obligations, responsibilities, fines, penalties, sanctions, costs, fees, taxes, commissions, charges, disbursements and expenses, in each case of any kind or nature (including interest accrued thereon or as a result thereto and fees, charges and disbursements of financial, legal and other advisors and consultants), whether joint or several, whether or not indirect, contingent, consequential, actual, punitive, treble or otherwise.

"Patents" means all rights, title and interests (and all related IP Ancillary Rights) arising under any Regulation in or relating to letters patent and applications therefor.

"Permit" means, with respect to any Person, any permit, filing, notice, license, approval, variance, exception, permission, concession, grant, franchise, confirmation, endorsement, waiver, certification, registration, qualification, clearance or other Contractual Obligation or arrangement with, or authorization by, to or under the authority of, any Governmental Body or pursuant to any federal, state, local or foreign Regulation, or any other action by any Governmental Body in each case whether or not having the force of law and affecting or applicable to or binding upon such Person, its Contractual Obligations or arrangements or other liabilities or any of its property or to which such Person, its Contractual Obligations or any of its property is or is purported to be subject.

"Person" means and includes natural persons, corporations, limited partnerships, general partnerships, limited liability companies, limited liability partnerships, joint stock companies, estate, associations, companies, firms, enterprises, unincorporated associations, trusts, banks, trust companies, land trusts, business trusts, public benefit corporations, or other organizations, whether or not legal entities, other legal entities, Governmental Bodies and joint ventures, partnerships or other similar Contractual Obligations or arrangements, whether in corporate, partnership or other legal form.

"Regulation" means, all international, federal, state and local laws (whether civil or common law or rule of equity and whether U.S. or foreign), treaties, constitutions, statutes, codes, tariffs, rules, guidelines, regulations, writs, injunctions, orders, judgments, decrees, ordinances and administrative or judicial precedents or authorities, including, in each case whether or not having the force of law, the interpretation or administration thereof by any Governmental Body, all policies, recommendations or guidance of any Governmental Body and all administrative orders, directed duties, directives, requirements, requests.

"Trademarks" means all rights, title and interests (and all related IP Ancillary Rights) arising under any Regulation in or relating to trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill associated therewith, all registrations and recordings thereof and all applications in connection therewith and all goodwill of the business connected with the use of, and symbolized by, each such Trademark.

"Trade Secrets" means all right, title and interest (and all related IP Ancillary Rights) arising under any Regulation in or relating to trade secrets.

6. Any provision of this Assignment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or enforceability without invalidating the remaining provisions hereof, and any such prohibition or enforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

7. All notices hereunder may be provided at the addresses and email addresses set forth in the signature pages thereof.

8. None of the terms or provisions of this Assignment may be waived, altered, modified or amended except by an instrument in writing, duly executed by the Assignee and the Assignor. This Assignment and all obligations of the parties hereunder shall be binding upon the successors and assigns of the Assignor and shall, together with the rights and remedies of Agent hereunder, inure to the benefit of Agent for the benefit of the Lenders, and Agent's and the Lenders' respective successors and assigns. THIS ASSIGNMENT SHALL BE GOVERNED BY, AND BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE.

9. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING WITH RESPECT TO, OR DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED THEREIN OR RELATED THERETO (WHETHER FOUNDED IN CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO OTHER PARTY AND NO AFFILIATE OR AGENT OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND

(B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.

[SIGNATURE PAGES FOLLOW.]

[Signature]
as Assistant

By: [Signature]
Name: W. Davis McManis Jr
Title: Asst. General Assg. Gen

By: 
Name: Mikhail Gurevich
Title: Managing Member

ACKNOWLEDGMENT OF ASSIGNOR

STATE OF Texas,

COUNTY OF Harris) ss.

On this 23 day of Aug, 2018 before me personally appeared Mark McManis, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Maryland DL, who being by me duly sworn did depose and say that he is an authorized officer of said [corporation][limited liability company], that the said instrument was signed on behalf of said [corporation][limited liability company] as authorized by its [Board of Directors][Board of Managers] and that he acknowledged said instrument to be the free act and deed of said [corporation][limited liability company].

Sheena C. Moore
Notary Public

