

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM749276

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900695930		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Heartland Communications Group, Inc.		04/29/2022	Corporation: IOWA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Flying Media Group, LLC		
<b>Street Address:</b>	1251 Cumberland Road		
<b>City:</b>	Chattanooga		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37419		
<b>Entity Type:</b>	Limited Liability Company: TENNESSEE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1161880	AVIATORS HOT LINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8008740680		
<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>	brooke@lpafirm.com		
<b>Correspondent Name:</b>	Craig Smith		
<b>Address Line 1:</b>	P.O. Box 8127		
<b>Address Line 4:</b>	Chattanooga, TENNESSEE 37414		
<b>NAME OF SUBMITTER:</b>	Craig Smith		
<b>SIGNATURE:</b>	/Craig Smith/		
<b>DATE SIGNED:</b>	08/17/2022		
<b>Total Attachments: 6</b>			
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source=IP Assignment SIGNED B&W#page1.tif			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated April 29, 2022, is made by Heartland Communications Group, Inc. ("Seller"), an Iowa corporation, located at 1003 Central Avenue, Fort Dodge, Iowa 50501, in favor of Flying Media Group, LLC ("Buyer"), a Tennessee Limited Liability Company, located at 1251 Cumberland Road, Chattanooga, Tennessee 37419, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of April 29, 2022 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned IP"):

(a) the trademark registrations set forth on Schedule 1 attached hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) the copyrights relating to the Aviators Hotline, Business Air, Aviator's Properties, Charter Today, FBO Today, and Business Air Services Connection publications;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction;

(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. Recordation and Further Actions. Seller hereby authorizes the United States Patent and Trademark Office and any corresponding entity or agency in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, 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 IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset 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 IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

Seller:

Buyer:

HEARTLAND COMMUNICATIONS GROUP, INC., an Iowa corporation

FLYING MEDIA GROUP, LLC, a Tennessee limited liability company

By: Lucas Peed

By: CF

Name: JMuel

Name: Craig Fuller

Title: Authorized

Title: CEO

STATE OF Iowa )  
 )SS.  
COUNTY OF Webster )

On the 2<sup>nd</sup> day of May, 2022, before me personally appeared Lucas Peed, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that [he/she] executed the same [in [his/her] authorized capacity as the Authorized of Heartland Communications Group, Inc., an Iowa corporation, and acknowledged the instrument to be [[his/her] free act and deed/the free act and deed of Heartland Communications Group, Inc., for the uses and purposes mentioned in the instrument.

Mary Gonnerman  
Notary Public  
Printed Name: Mary Gonnerman  
9-05-08-E

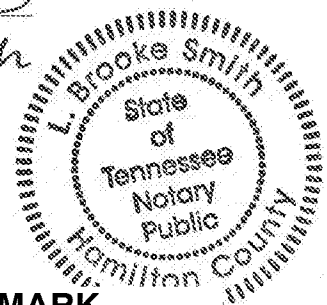
My Commission Expires: \_\_\_\_\_

STATE OF Tennessee )  
 )SS.  
COUNTY OF Hamilton )

On the 19<sup>th</sup> day of May, 2022, before me personally appeared Craig Fuller, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that [he/she] executed the same [in [his/her] authorized capacity as the CEO of Flying Media Group, LLC, a Tennessee limited liability company, and acknowledged the instrument to be [[his/her] free act and deed/the free act and deed of Flying Media Group, LLC for the uses and purposes mentioned in the instrument.

L. Brooke Smith  
Notary Public  
Printed Name: L. Brooke Smith

My Commission Expires: 7/24/2023



**SCHEDULE 1**

**ASSIGNED TRADEMARK REGISTRATIONS**

**Trademark Registrations**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
Aviators Hot Line	United States (USPTO)	1161880	July 21, 1981
Business Air	Iowa	5480TM-279104	March 1, 1992