

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM852614

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Belvoir Aviation Group, LLC		07/20/2023	Limited Liability Company: CONNECTICUT
Aviation Publishing Group, LLC		07/20/2023	Limited Liability Company: CONNECTICUT
Belvoir Media Group, LLC		07/20/2023	Limited Liability Company: CONNECTICUT
Belvoir Publications, Inc.		07/20/2023	Corporation: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Flying Media Group, LLC		
Street Address:	605 Chestnut Street, Suite 800		
City:	Chattanooga		
State/Country:	TENNESSEE		
Postal Code:	37450		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	1612052	AVIATION SAFETY	
Registration Number:	2063213	AVWEB	
Registration Number:	5824291	AVWEB	
Registration Number:	5660718	AVWEBALERT	
Registration Number:	4140434	AVWEBFLASH	
Registration Number:	1833799	IFR	
Registration Number:	1467292	IFR REFRESHER	
Registration Number:	1686363	KITPLANES	
Registration Number:	2422593	KITPLANES	
Registration Number:	2030105	PILOT'S AUDIO UPDATE	
Registration Number:	0957816	THE AVIATION CONSUMER	
Registration Number:	2591007	USED AIRCRAFT GUIDE	
CORRESPONDENCE DATA			

OP \$315.00 1612052

Fax Number: 4235081211

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.

Phone: 423-757-0211

Email: mnapoleon@chamblisslaw.com

Correspondent Name: Chambliss, Bahner & Stophel, P.C.

Address Line 1: 605 Chestnut Street, Suite 1700

Address Line 4: Chattanooga, TENNESSEE 37450

ATTORNEY DOCKET NUMBER:	28063_01 / 23001
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NAME OF SUBMITTER:	Stephen D. Adams
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SIGNATURE:	/StephenDAdams/
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DATE SIGNED:	11/10/2023
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Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (“IP Assignment”), dated July 20, 2023 (“Effective Date”) is made by and among the following:

Purchaser:	FLYING MEDIA GROUP, LLC, <i>a Tennessee limited liability company</i> (“ <u>Purchaser</u> ”)
Sellers:	BELVOIR AVIATION GROUP, LLC, <i>a Connecticut limited liability company</i> (“ <u>Belvoir Aviation</u> ”), AVIATION PUBLISHING GROUP, LLC, <i>a Connecticut limited liability company,</i> (“ <u>Aviation Publishing</u> ”), BELVOIR MEDIA GROUP, LLC, <i>a Connecticut limited liability company</i> (“ <u>Belvoir Media</u> ”), and BELVOIR PUBLICATIONS, INC., <i>a Connecticut corporation</i> (“ <u>Belvoir Publications</u> ”), together with Belvoir Aviation, and Aviation Publishing, and Belvoir Media, collectively “ <u>Sellers</u> ” and each individually, a “ <u>Seller</u> .”

RECITALS:

WHEREAS, Sellers are engaged in the business of operating multi-channel publications of consumer-interest websites, newsletters, and magazines in the aviation and pilot industry (collectively, the “Business”);

WHEREAS, Purchaser is acquiring certain assets of each respective Seller pursuant to the Belvoir Asset Purchase Agreement between Purchaser and Sellers dated as of July 18, 2023 (the “Asset Purchase Agreement”);

WHEREAS, under the terms of the Asset Purchase Agreement, each Seller has agreed to convey, transfer, and assign to Purchaser, among other assets, all intellectual property owned by such Seller and used in the Business, and to execute and deliver this IP Assignment, which may be recorded with the United States Copyright Office and the U.S. Patent and Trademark Office.

NOW THEREFORE, the parties hereto agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby severally, and not jointly, convey, transfer, and assign to Purchaser, and Purchaser hereby accepts, each Seller's respective right, title, and interest in and to the following (the "Assigned IP"):

(a) the trademarks set forth on Schedule 1 hereto (the "Trademarks"), together with the goodwill of the Business connected with the use of, and symbolized by, the Trademarks;

(b) any copyright rights in works registered or unregistered owned by each Seller and used for the operation of Business, as well as the copyright registrations, applications for registration, and copyright licenses set forth on Schedule 2 (the "Copyrights");

(c) the website domain names and social media handles used for the operation of the Business set forth on Schedule 3 hereto;

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

(e) 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

(f) 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. Non-Assignable Licensed Rights. The Assigned IP may contain or include content, articles, images, videos, illustrations, or photos owned by third parties for which Sellers have no ownership right to convey, including, but not limited to, photos, images, content and other materials used with consent or permission from third parties (collectively, the "Third-Party Materials"). The Third-Party Materials are excluded from the assignment hereunder. All rights to the Third-Party Materials incorporated into the Assigned IP are used pursuant to a single-use license, which allows use only for the preexisting uses as of the Closing Date of the Asset Purchase Agreement. Purchaser will need to obtain expanded rights licenses directly from the rights holders for any new uses of such Third-Party Materials. Sellers shall not be liable for, in any manner whatsoever, the infringement or violation of any use or misuse of the Third-Party Materials by Purchaser in any new works created or re-publications by Purchaser after the Effective Date.

3. Recordation and Further Actions. Sellers hereby authorize the Register of Copyrights in the United States Copyright Office, the Director of the U.S. Patent and Trademark Office, and the officials of other entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Purchaser. Following the date hereof, upon Purchaser's reasonable request, and at Purchaser's sole cost and expense, Sellers shall take such steps and

actions, and provide such cooperation and assistance to Purchaser 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 necessary to effect, evidence, or perfect the assignment of the Assigned IP to Purchaser, or any assignee or successor thereto.

4. 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 Sellers and Purchaser 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.

5. 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 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.

6. 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.

7. Governing Law. This IP 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 IP 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 [Tennessee], without giving effect to any choice or conflict of law provision or rule (whether of the State of [Tennessee] or any other jurisdiction).

[SIGNATURE PAGES FOLLOW]

Seller Signature Page to Intellectual Property Assignment

IN WITNESS WHEREOF, Sellers have duly executed and delivered this IP Assignment with respect to their respective Assigned IP as of the date first above written.

SELLERS:

AVIATION PUBLISHING GROUP, LLC

By: Philip L. Penny

Name: Philip L. Penny

Title: COO

BELVOIR AVIATION GROUP, LLC

By: Philip L. Penny

Name: Philip L. Penny

Title: COO

BELVOIR MEDIA GROUP LLC

By: Philip L. Penny

Name: Philip L. Penny

Title: COO

BELVOIR PUBLICATIONS, INC.

By: Philip L. Penny

Name: Philip L. Penny

Title: COO

Purchaser Signature Page to Intellectual Property Assignment

PURCHASER

AGREED TO AND ACCEPTED:

Flying Media Group, LLC

By: 

Name: Craig Fuller

Title: President

Date: July 20, 2023

SCHEDULE 1

ASSIGNED TRADEMARKS

Mark	Country	Status	Ser. No.	Reg. No.	Reg. Date	Owner
AVIATION SAFETY	USA	Registered	74013894	1612052	9/4/1990	Belvoir Aviation Group, LLC
AVWEB	USA	Registered	75115376	2063213	5/20/1997	Belvoir Aviation Group, LLC
AVweb and Design	USA	Registered	87951015	5824291	8/6/2019	Aviation Publishing Group, LLC
AVWEBALERT	USA	Registered	87952704	5660718	1/22/2019	Aviation Publishing Group, LLC
AVWEBFLASH	USA	Registered	85141835	4140434	5/8/2012	Belvoir Aviation Group, LLC
IFR	USA	Registered	74312608	1833799	5/3/1994	Belvoir Aviation Group, LLC
IFR REFRESHER	USA	Registered	73645856	1467292	12/1/1987	Belvoir Aviation Group, LLC
KITPLANES	USA	Registered	74109546	1686363	5/12/1992	Aviation Publishing Group, LLC
KITPLANES	USA	Registered	75569134	2422593	1/23/2001	Belvoir Aviation Group, LLC
PILOT'S AUDIO UPDATE	USA	Registered	75048381	2030105	1/14/1997	Belvoir Aviation Group, LLC
THE AVIATION CONSUMER	USA	Registered	72416203	0957816	4/24/1973	Belvoir Aviation Group, LLC
USED AIRCRAFT GUIDE	USA	Registered	76186967	2591007	7/9/2002	Belvoir Aviation Group, LLC