

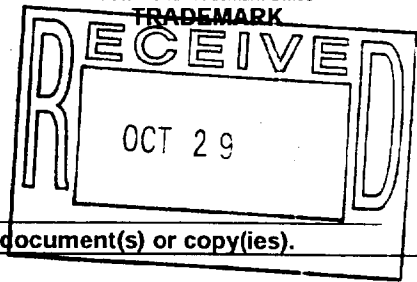
11-17-1998



100879398

10/29/98

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership

- Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1813 FRAME: 0798

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2137249"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Glynnna Parde

Name of Person Signing



Signature

10-29-98

Date Signed

LEIBENOW TRADING 703 743 1002, 10/20/98 10:00AM, JETRA #102, Page 2/3

TRADEMARK AND PATENT ASSIGNMENT

THIS TRADEMARK AND PATENT ASSIGNMENT AGREEMENT (this "Agreement") made as of the 28th day of October, 1998, by Astra Jet Corporation, a Delaware corporation ("Astra") and Galaxy Aerospace Corporation, Nevada corporation ("GAC") in favor of Galaxy Aerospace Company, L.P., a limited partnership ("Assignee").

Recitals

R-1 Astra is the owner of the following trademark (the "ASTRA MARK") now registered with the United States Patent and Trademark Office:

<i>Trademark</i>	<i>Registration No.</i>	<i>Date of Registration</i>
ASTRA	1,587,678	March 20, 1990

R-2 GAC is the owner of the following trademark (the "GALAXY MARK") now registered with the United States Patent and Trademark Office:

<i>Trademark</i>	<i>Registration No.</i>	<i>Date of Registration</i>
GALAXY	2,137,249	February 17, 1998

R-3 Astra is the owner of the following patent (the "STOWAWAY TABLE PATENT") now registered with the United States Patent and Trademark Office:

<i>Patent</i>	<i>Patent No.</i>	<i>Date of Patent</i>
STOWAWAY TABLE	5,487,342	January 30, 1996

R-4 Israel Aircraft Industries, Ltd. ("IAI") and GAC entered into that certain Contribution and Stockholders' Agreement of GAC dated as of January 15, 1997 (the "Contribution Agreement") pursuant to which IAI contributed to GAC certain assets of its wholly-owned subsidiary, Astra, including the ASTRA MARK. In connection with the Contribution Agreement, Astra desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title and interest in and to the ASTRA MARK;

R-5 Astra further desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title and interest in and to the STOWAWAY PATENT;

R-6 GAC desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title and interest in and to the GALAXY MARK.

NOW, THEREFORE, the parties in consideration of the mutual agreements herein contained and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, do hereby acknowledge and agree as follows:

1. Assignment

1.1 Assignment of ASTRA MARK. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Astra hereby conveys, transfers, assigns, delivers, and contributes to Assignee (i) all of Astra's right, title and interest in and to the ASTRA MARK, together with the goodwill of the business relating thereto, (ii) all income, royalties, damages, and payments hereafter due or payable to Astra with respect to the ASTRA MARK, including without limitation, damages and payments for past or future infringements and misappropriations of the ASTRA MARK and (iii) all rights to sue for past, present, and future infringements or misappropriations of the ASTRA MARK.

1.2 Assignment of GALAXY MARK. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GAC hereby conveys, transfers, assigns, delivers, and contributes to Assignee (i) all of GAC's right, title and interest in and to the ASTRA MARK, together with the goodwill of the business relating thereto, (ii) all income, royalties, damages, and payments hereafter due or payable to GAC with respect to the ASTRA MARK, including without limitation, damages and payments for past or future infringements and misappropriations of the ASTRA MARK, and (iii) all rights to sue for past, present, and future infringements or misappropriations of the ASTRA MARK.

1.3 Assignment of STOWAWAY TABLE PATENT. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Astra hereby conveys, transfers, assigns, delivers, and contributes to Assignee (i) all of Astra's right, title and interest in and to the STOWAWAY TABLE PATENT, (ii) the reissues, divisions, continuations, renewals, extensions, continuations-in-part, and improvements thereof; (iii) all income, royalties, damages and payments hereafter due or payable to Astra with respect to the STOWAWAY TABLE PATENT, including without limitation, damages and payments for past or future infringements and misappropriations of the STOWAWAY TABLE PATENT and (iii) all rights to sue for past, present, and future infringements or misappropriations of the STOWAWAY TABLE PATENT.

2. Miscellaneous.

2.1 Further Assurances. Astra and GAC further covenant that they will execute and deliver, from time to time after the date hereof upon the request of Assignee, such further documents, papers, forms, and authorizations and take all other actions that

may be necessary for securing, completing or vesting in Assignee the ownership of all the ASTRA MARK, GALAXY MARK, and STOWAWAY TABLE PATENT, to the fullest extent possible.

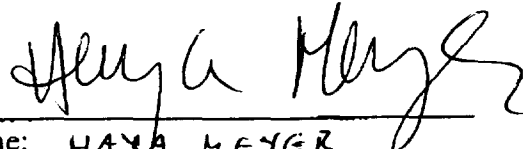
2.2 Acknowledgment of Rights. In furtherance of this Assignment, Astra and GAC hereby acknowledge that, from this date forward, the Assignee has succeeded to all of their right, title, and standing to (i) receive all rights and benefits pertaining to the ASTRA MARK, GALAXY MARK, and STOWAWAY TABLE PATENT, (ii) institute and prosecute all suits and proceedings and take all actions that the Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all of the ASTRA MARK, GALAXY MARK, and STOWAWAY TABLE PATENT, and (iii) defend and compromise and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as the Assignee, in its sole discretion, deems advisable.

2.3 This Agreement shall inure to the benefit of, and be binding upon, the parties hereto together with their respective legal representatives, successors, and assigns.

2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.


IN WITNESS WHEREOF, the parties hereto have executed this Assignment the day and year first above written.

ASTRA JET CORPORATION

By: 
Printed Name: HAYA MEYER
Title: SECRETARY

(signatures continued on next page)

GALAXY AEROSPACE CORPORATION

By: 
Printed Name: BRIAN E. BARENTS
Title: PRESIDENT

TCO/MARKSL/1754/1cq0:!.DOC/10/17/98