

5/25/01

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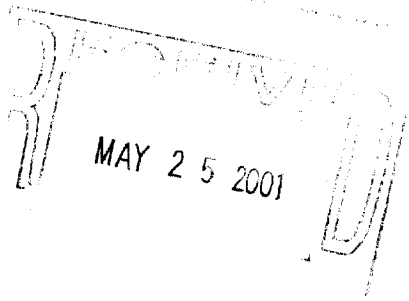
**GREENBERG**  
ATTORNEYS AT LAW  
**TRAURIG**

05-31-2001



101731583

May 24, 2001



Commissioner of Patents and Trademarks  
Box Assignments  
Washington, DC 20231

Re: Recordation of Trademark Assignment Agreement  
Assignors: Galaxy Aerospace Corporation, Galaxy Aerospace I, LLC,  
Galaxy Aerospace II, LLC, Galaxy Aerospace III, LLC  
Assignee: Galaxy Aerospace Company, L.P.  
Attorney Docket No. 25568.010000

Dear Sir:

This is in correction of Reel/Frame No. 1813/0746 and Reel/Frame No. 1813/0798. Please find enclosed for recordation with the U.S. Patent and Trademark Office a Trademark Assignment Agreement for the following:

- 1) Conveying Parties: Galaxy Aerospace Corporation, a Nevada Corporation;  
Galaxy Aerospace I, LLC, a Delaware limited liability corporation;  
Galaxy Aerospace II, LLC, a Delaware limited liability corporation;  
Galaxy Aerospace III, LLC, a Delaware limited liability corporation.
- 2) Receiving Party: Galaxy Aerospace Company, L.P.,  
a Delaware limited partnership  
Alliance Airport, One Galaxy Way  
Ft. Worth, Texas 76177
- 3) Nature of Conveyance: Assignment
- 4) Trademark Registrations.: **ASTRO**, Registration No. 1,587,678  
**GALAXY**, Registration No. 2,137,249
- 5) Name and Address of party to whom correspondence concerning document should be mailed:

DAVID A KESSLER, ESQ.  
Greenberg Traurig  
1750 Tysons Blvd., 12<sup>th</sup> Floor  
McLean, VA 22102

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MIAMI NEW YORK WASHINGTON, D.C. ATLANTA PHILADELPHIA MCLEAN CHICAGO BOSTON PHOENIX WILMINGTON LOS ANGELES DENVER  
SÃO PAULO FORT LAUDERDALE BOCA RATON WEST PALM BEACH ORLANDO **TRADEMARK**

REEL: 002306 FRAME: 0018

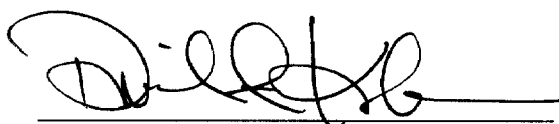
6) Total number of Trademark Applications and Registrations: two (2)

7) Total fee enclosed: \$65.00

If any additional fees are required in connection with the filing of this application, please charge Deposit Account No. 50-0653.

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.

Respectfully submitted,



Steven J. Wadyka, Jr., Esq.  
David A. Kessler, Esq.

Greenberg Traurig  
1750 Tysons Blvd., 12<sup>th</sup> Floor  
McLean, VA 22102  
(703) 749-1300

Enclosure

cc: Olga Ford, Esq.

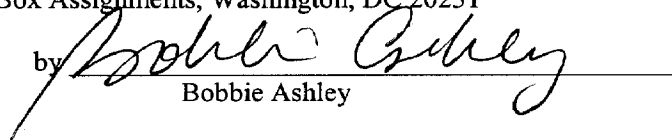
TRADEMARK MATTER

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as First Class Mail in an envelope address to:

Commissioner of Patents and Trademarks  
Box Assignments, Washington, DC 20231

on May 24, 2001

by



Bobbie Ashley

## **TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement ("Agreement") is made nunc pro tunc as of the date of September 30, 1998, between Galaxy Aerospace Corporation, a Nevada corporation, Galaxy Aerospace I, LLC, a Delaware limited liability corporation, Galaxy Aerospace II, LLC, a Delaware limited liability corporation, and Galaxy Aerospace III, LLC, a Delaware limited liability corporation, ("Assignors"), and Galaxy Aerospace Company, L.P., a Delaware limited partnership, with its principal place of business at Alliance Airport, One Galaxy Way, Ft. Worth, Texas 76177, U.S.A ("Assignee").

### **RECITALS**

WHEREAS, Assignors are the owners of the trademark ASTRA, registered with the U.S. Patent and Trademark Office (Registration No. 1,587,678) on March 20, 1990 and the trademark GALAXY, registered with the Patent and Trademark Office (Registration No. 2,137,249) on February 17, 1998 (the "Marks");

WHEREAS, Assignee wishes to obtain all right, title and interest in and to the Marks, including all goodwill associated therewith, from Assignors;

WHEREAS, Assignors wish to convey, transfer, assign, deliver, and contribute to Assignee any and all of their right, title and interest in and to the Marks, including all goodwill associated therewith;

WHEREAS, the Parties acknowledge that Assignee has the ability and resources to continue on in continuity with the past use of the Marks and maintain the goodwill created therein by Assignors;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged as satisfactory and adequate, the Parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors, for themselves and their predecessors in title, if any, hereby conveys, transfers, assigns, delivers, and contributes to Assignee: (a) any and all of Assignors' right, title and interest in and to the Marks, together with the goodwill of the business relating thereto; (b) any and all income, royalties, damages, and payments hereafter due or payable to Assignors with respect to the Marks, including without limitation, damages and payments for past or future infringements and misappropriations of the Marks; and (c) any and all rights to sue for past, present and future infringements or misappropriations of the Marks.

2. **Miscellaneous.**

a. **Further Assurances.** Assignors 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 will take all other actions that may be necessary for securing, completing or vesting in Assignee the ownership of the Marks, to the fullest extent possible.

b. **Acknowledgment of Rights.** In furtherance of the Assignment, Assignors acknowledge that, from this date forward, the Assignee has succeeded to any and all of their right, title, and standing to: (i) receive all rights and benefits pertaining to the Marks; (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 the Marks (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.

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

d. 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 have executed this Assignment as of the date set forth above.

**ASSIGNORS:**

GALAXY AEROSPACE CORPORATION

By: 

Name: Brian E. Barents  
Title: President & CEO

**ASSIGNEE:**

GALAXY AEROSPACE COMPANY, L.P.

By: 

Name: Brian E. Barents  
Title: President & CEO

GALAXY AEROSPACE I, LLC.

By: 

Name: Brian E. Barents  
Title: President & CEO

GALAXY AEROSPACE II, LLC.

By: 

Name: Brian E. Barents  
Title: President & CEO

GALAXY AEROSPACE III, LLC.

By: 

Name: Brian E. Barents  
Title: President & CEO

TRADEMARK