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11-13-2003

Form PTO-1594
(Rev. 10/02)
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U.S. DEPARTMENT OF
COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Antillas Air Freight Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State of New York
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: October 8, 2003

2. Name and address of receiving party(ies)
Name: Amerijet Cargo, LLC
Internal Address: _____
Street Address: 2800 South Andrews Avenue
City: Ft. Lauderdale State: FL Zip: 33316
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Florida limited liability company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

B. Trademark Registration No.(s)
1729911 | ANTILLAS AIR

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed.
Name: Jeffrey M. Gitchel
Internal Address: Kirkpatrick & Lockhart LLP
Henry W. Oliver Building
Street Address: 535 Smithfield Street
City: Pittsburgh State: PA Zip: 15222

6. Total number of applications and registrations involved:.....1

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Jeffrey M. Gitchel
Name of Person Signing

Signature

November 7, 2003
Date

Total number of pages including cover sheet, attachments, and document: 9

11/12/2003 ECOOPER 00000131 1729911
01 FC:8521 40.00 DP

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OPR/FINANCE

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services, Director of the US Patent & Trademark Office,
P.O. Box 1450, Alexandria, VA 22313-1450 or via facsimile: (703)306-5995.

TRADEMARK ASSIGNMENT

WHEREAS, Antillas Air Freight Inc. ("Assignor"), a New York corporation, having a mailing address at Cargo Building No. 68, JFK International Airport, Jamaica, New York 11430, own all right, title, and interest in and uses the trademarks, service marks, and/or trade dress set forth on the attached Schedule A, including all registrations and/or applications and all rights at common law, all of which are valid and subsisting (hereinafter the "Marks"); and

WHEREAS, Amerijet Cargo, LLC ("Assignee"), a Florida limited liability company, having a mailing address at 2800 South Andrews Ave., Fort Lauderdale, Florida 33316, is desirous of acquiring all of Assignor's right, title, and interest in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, intending to be legally bound hereby, does hereby assign, transfer, grant, sell, and set over to Assignee: Assignor's entire right, title, and interest in and to the Marks throughout the world, together with the goodwill of Assignor's business in connection with which the Marks are used and the full right to sue for past, present, or future infringement of any of the Marks, all of these rights to be held and enjoyed by the Assignee, its successors and assigns, as fully as the same would have been held and enjoyed by the Assignor had this assignment not been made. For the consideration aforesaid, Assignor agrees that it will, upon request, and at Assignee's sole expense and at no expense to Assignor, execute additional lawful papers and generally do all other lawful acts reasonable and necessary to give effect to and to record this Assignment.

Assignor warrants and represents that it owns the unencumbered and complete right, title, and interest to the Marks; that it possesses the unencumbered right and authority to grant this Assignment; that there are no prior licenses or assignments concerning the Marks; that

Schedule A

MARKS

ANTILLAS AIR

REGISTRATIONS

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
<u>Federal Registrations</u> ANTILLAS AIR	1,729,911	11/03/1992
<u>State Registrations</u> ANTILLAS AIR	(Florida) T15440	01/16/1992

the Marks do not infringe the rights of any third party, that no claims, demands, or lawsuits have been asserted concerning the Marks; that the Marks have not been and are not currently being infringed by any third party; and that, other than the Marks, Assignor does not own or use, has not applied for, and will not use or apply for any trademarks, service marks, or trade dress identical or similar to the Marks.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be signed by duly authorized corporate officers effective as of the 8 day of October, 2003.

Antillas Air Freight, Inc.
(Assignor)

By: [Signature]

Name: Constantino M. Gorospe, Jr.

Title: President.

Amerijet Cargo, LLC
(Assignee)

By: _____

Name: David G. Bassett

Title: Manager

Sent By: AMERIJET;
[unclear]

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Oct-8-03 4:18PM;

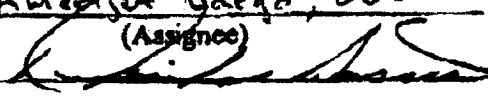
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the Marks do not infringe the rights of any third party, that no claims, demands, or lawsuits have been asserted concerning the Marks; that the Marks have not been and are not currently being infringed by any third party; and that, other than the Marks, Assignor does not own or use, has not applied for, and will not use or apply for any trademarks, service marks, or trade dress identical or similar to the Marks.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be signed by duly authorized corporate officers effective as of the ____ day of _____, 2003.

(Assignor)
By: _____
Name: _____
Title: _____

Amerijet Garage, LLC
(Assignee)
By: 
Name: David G. Bassett
Title: Manager

STATE OF NEW YORK)
)
COUNTY OF NASSAU)

SS:

Gerald J. Lawrence
Notary Public, State of New York
No. 01LA4709042
Qualified in Nassau County
Commission Expires September 30, 2006

The foregoing instrument was acknowledged before me at JFK NY this
08 day of October, 2003, by C. GOROSPE who is known to me and known to me to be the
PRESIDENT of Antillas Air Freight, Inc., a New York corporation, on behalf of the
corporation.

Gerald J. Lawrence
Notary Public

My Commission Expires:

(Notarial Seal)

STATE OF _____)
)
COUNTY OF _____)

SS:

The foregoing instrument was acknowledged before me at _____ this
_____ day of October, 2003, by David G. Bassett who is known to me and known to me to be the
Manager of Amerijet Cargo, LLC, a Florida limited liability company, on behalf of the
company.

Notary Public

My Commission Expires:

(Notarial Seal)

Sent By: AMERIJET;
03 03 03 07:13P

9547653521;

Oct-8-03 4:18PM;

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STATE OF _____)
)
COUNTY OF _____)

SS:

The foregoing instrument was acknowledged before me at _____ this
_____ day of October, 2003, by _____, who is known to me and known to me to be the
_____ of Antillas Air Freight, Inc., a New York corporation, on behalf of the
corporation.

Notary Public

My Commission Expires:

(Notarial Seal)

STATE OF Florida)
)
COUNTY OF Broward)

SS:

The foregoing instrument was acknowledged before me at _____ this
8th day of October, 2003, by David G. Bush who is known to me and known to me to be the
Manager of Amerijet Cargo, LLC, a Florida limited liability company, on behalf of the
company.

Louise M. Avila
Notary Public

My Commission Expires:

September 5, 2006
(Notarial Seal)

