

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	05/31/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AVANTAIR, INC.		05/31/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	AVANTAIR, INC.
Street Address:	27 WRIGHT WAY, SUITE 10
Internal Address:	ESSEX COUNTY AIRPORT
City:	FAIRFIELD
State/Country:	NEW JERSEY
Postal Code:	07004
Entity Type:	CORPORATION: NEVADA

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2874274	AVANTAIR
Registration Number:	2847359	AVANTAIR

**CORRESPONDENCE DATA**

Fax Number: (914)723-4301  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: glandau@lsllp.com  
 Correspondent Name: GEOFFREY I. LANDAU  
 Address Line 1: LACKENBACH SIEGEL, LLP  
 Address Line 2: ONE CHASE ROAD  
 Address Line 4: SCARSDALE, NEW YORK 10583

NAME OF SUBMITTER:	GEOFFREY I. LANDAU
Signature:	/gil/

CH \$65.00 2874274

Date:

05/31/2005

Total Attachments: 2

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## ASSIGNMENT

WHEREAS, AVANTAIR, INC., a Delaware corporation with offices at 1037 1<sup>st</sup> Street, New Windsor, New York 12553 (hereinafter "ASSIGNOR"), was the owner of all right, title and interest in and to the below listed trademarks which have been filed and/or registered at the United States Patent and Trademark Office, particulars of which are as follows:

<u>Trademarks</u>	<u>Registration Nos.</u>
AVANTAIR	2,874,274
AVANTAIR and Design	2,847,359

(hereinafter referred to as the "Marks");

WHEREAS, AVANTAIR, INC., a Nevada corporation with offices at Essex County Airport, 27 Wright Way, Suite 10, Fairfield, New Jersey 07004-3582 (hereinafter "ASSIGNEE"), was desirous of acquiring the aforesaid Marks, together with the goodwill of the business symbolized by the Marks;

WHEREAS, by agreement ASSIGNEE received the entire right, title, and interest in and to the aforesaid Marks, together with the goodwill of the business symbolized thereby; and

WHEREAS, the parties hereto are desirous of executing a document for purposes of recordation at the United States Patent and Trademark Office recording title in and to the aforesaid Marks in the name of ASSIGNEE

NOW, THEREFORE, for and in consideration of good and valuable consideration to it paid, the receipt and sufficiency of which are hereby acknowledged, said ASSIGNOR hereby acknowledges and confirms its prior said transfer, and does hereby sell, assign, and transfer unto said ASSIGNEE all rights, title and interest in and to said Marks, including the applications and registrations thereof and the Certificates of Registration duly and legally issued therefor, and any and all renewals thereof for the Marks, together with the goodwill of the business symbolized thereby, and further including, without limitation, all claims for damages by reason of past infringement and the right to sue for and the right to collect the same for its own use and behoof, and for the use and behoof of its successors, assigns, or legal representatives and the right to defend the Marks and the applications and registrations thereof.

ASSIGNOR REPRESENTS AND WARRANTS that it has the full right, power and authority to make this assignment, and that it has not granted and will not grant any assignment or other encumbrance of the Marks to any third party.

ASSIGNOR

BY: 

NAME: Steven F. Santo

TITLE: President + CEO, Avantair, Inc.

DATE: 5/31/05