

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SAir Group AG		03/21/2007	CORPORATION: SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	T Group America Inc.		
<b>Street Address:</b>	1209 Orange Street		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2666562	AVIOSERV	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)258-5700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-258-5724		
<b>Email:</b>	cbollinger@schiffhardin.com		
<b>Correspondent Name:</b>	Chris L. Bollinger		
<b>Address Line 1:</b>	P.O. Box 06079		
<b>Address Line 2:</b>	Schiff Hardin LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-0079		
<b>ATTORNEY DOCKET NUMBER:</b>	27662-0029		
<b>NAME OF SUBMITTER:</b>	Chris L. Bollinger		
<b>Signature:</b>	/Chris Bollinger/		
<b>Date:</b>	04/05/2007		

CH \$40.00 2666562

Total Attachments: 4

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## TRADEMARK ASSIGNMENT AGREEMENT

between

**SAir Group AG in Nachlassliquidation**, a company incorporated under the laws of Switzerland whose principal place of business is at Hirschengraben 84, 8001 Zürich

hereinafter referred to as **ASSIGNOR**

and

**T Group America Inc.**, The Corporation Trust Company, a company incorporated under the laws of the State of Delaware whose principal place of business is at 1209 Orange Street, Wilmington, 19801 Delaware, USA

hereinafter referred to as **ASSIGNEE**

- A. Whereas, ASSIGNEE is willing to enter into a stock purchase agreement (the "STOCK PURCHASE AGREEMENT") pursuant to which Assignee sells to third party all the shares in Avioserv.
- B. Whereas, ASSIGNOR is the owner of any and all rights to the trademark "AVIOSERV" registered in various jurisdictions as listed in Seller Disclosure Schedule Art. 3.12 (b) of the STOCK PURCHASE AGREEMENT ("the AVIOSERV TRADEMARK").
- C. Whereas, ASSIGNOR has agreed to sell and assign to ASSIGNEE, and ASSIGNEE accepted to purchase and accept the assignment of the TRADEMARK free from any lien.

Based thereon, the Parties hereto agree as follows:

- 1. ASSIGNOR hereby sells and assigns to ASSIGNEE the AVIOSERV TRADEMARK free from any encumbrance for a total consideration of USD 635,000. ASSIGNOR hereby accepts the assignment (the "ASSIGNMENT"). The payment shall be settled according to a separate agreement no later than 5 banking days after closing of the Stock Purchase Agreement.
- 2. ASSIGNOR covenants and guarantees that:
  - (i) ASSIGNOR is the sole owner of all rights, title and interest in or to the AVIOSERV TRADEMARK;

- (ii) ASSIGNOR has the full power and authority to sell and assign the TRADEMARKS to ASSIGNEE;
  - (iii) the ASSIGNMENT of the AVIOSERV TRADEMARK is the first and only transaction, instrument or act of any kind entered into or effected by ASSIGNOR in disposition of the AVIOSERV TRADEMARK;
  - (iv) ASSIGNOR has not entered into any agreement, arrangement or understanding (whether legally enforceable or not) for the assignment, licensing or otherwise permitting the use or exploitation of the AVIOSERV TRADEMARK which prevents, restricts or otherwise inhibits ASSIGNEE's freedom to use and exploit the AVIOSERV TRADEMARK;
  - (v) all renewal fees with respect to the AVIOSERV TRADEMARK have been paid when due;
  - (vi) the AVIOSERV TRADEMARK is free from any and all encumbrances and all consents or approvals of any person who is not a party to this Trademark assignment agreement have been granted for the ASSIGNMENT of the AVIOSERV TRADEMARK to the ASSIGNEE.
3. At the request of ASSIGNEE and at the cost of ASSIGNEE, ASSIGNOR shall execute any and all documents, from and authorizations and depose or swear any declaration as may be required to register the AVIOSERV TRADEMARK or the ASSIGNMENT or which may in the reasonable opinion of ASSIGNEE otherwise be necessary for absolutely vesting full right, title and interest in and to the AVIOSERV TRADEMARK.
4. This Trademark Assignment Agreement shall be governed by and construed in accordance with the substantive laws of Switzerland exclusively.
5. All disputes arising out of or in connection with this Trademark Assignment Agreement, including disputes regarding its conclusion, binding effect, amendment, and/or termination shall be submitted to the exclusive jurisdiction of the Commercial Court of the Canton of Zurich (Handelsgericht des Kantons Zürich) with the right to appeal to the Swiss Federal Supreme Court (Schweizerisches Bundesgericht), if permissible.

Date: 21.3.2007

Date: March 26, 2007

**SAir Group AG in Nachlassliquidation**

**T Group America Inc.**

  
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lic. iur. Karl Wüthrich

  
\_\_\_\_\_  
Bill Coon

Annex: Disclosure Schedule 3.12 (b) of the Stock Purchase Agreement

**TRADEMARK**  
**REEL: 003516 FRAME: 0343**

### Schedule 3.12(b)

#### Intellectual Property

1. Trademark "AVIOSERV", registered with the United States Patent and Trademark Office on December 24, 2002 by SAirGroup CORPORATION SWITZERLAND, Registration Number 2666562
2. Trademark "AVIOSERV", registered in Argentina on August 1, 2001 by SAirGroup CORPORATION SWITZERLAND, Registration Number 1898492
3. Trademark "AVIOSERV", registered in Benelux on August 17, 2001 by SAirGroup CORPORATION SWITZERLAND, Registration Number 766815
4. Trademark "AVIOSERV", registered in Brazil on August 24, 2001 by SAirGroup CORPORATION SWITZERLAND, Registration Number 823551873
5. Trademark "AVIOSERV", registered in China on August 17, 2001 by SAirGroup CORPORATION SWITZERLAND, Registration Number 766815
6. Trademark "AVIOSERV", registered Denmark on August 17, 2001 by SAirGroup CORPORATION SWITZERLAND, Registration Number 766815
7. Trademark "AVIOSERV", registered in Netherland on August 17, 2001 by SAirGroup CORPORATION SWITZERLAND, Registration Number 766815
8. Trademark "AVIOSERV", registered in El Salvador on September 4, 2001 by SAirGroup CORPORATION SWITZERLAND, Registration Number 60-179
9. Trademark "AVIOSERV", registered Finland on August 17, 2001 by SAirGroup CORPORATION SWITZERLAND, Registration Number 766815
10. Trademark "AVIOSERV", registered in Frankford on August 17, 2001 by SAirGroup CORPORATION SWITZERLAND, Registration Number 766815
11. Trademark "AVIOSERV", registered in England on August 17, 2001 by SAirGroup CORPORATION SWITZERLAND, Registration Number 766815
12. Trademark "AVIOSERV", registered in Italy on August 17, 2001 by SAirGroup CORPORATION SWITZERLAND, Registration Number 766815
13. Trademark "AVIOSERV", registered in Austria on August 17, 2001 by SAirGroup CORPORATION SWITZERLAND, Registration Number 766815
14. Trademark "AVIOSERV", registered in Portugal on August 17, 2001 by SAirGroup CORPORATION SWITZERLAND, Registration Number 766815

15. Trademark "AVIOSERV", registered in Sweden on August 17, 2001 by SAirGroup CORPORATION SWITZERLAND, Registration Number 766815
16. Trademark "AVIOSERV", registered in Singapore on August 17, 2001 by SAirGroup CORPORATION SWITZERLAND, Registration Number 766815
17. Trademark "AVIOSERV", registered in Spain on August 17, 2001 by SAirGroup CORPORATION SWITZERLAND, Registration Number 766815
18. Trademark "AVIOSERV", registered in Hong Kong on July 3, 2001 by SAirGroup CORPORATION SWITZERLAND, Registration Number B06223/2003
19. Trademark "AVIOSERV", registered in Canada on July 25, 2001 by SAirGroup CORPORATION SWITZERLAND, Registration Number TMA600663
20. Trademark "AVIOSERV", registered in [Schweiz] on April 12, 2001 by SAirGroup CORPORATION SWITZERLAND, Registration Number 488107