

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
T Group America Inc.		03/26/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Avioserv San Diego, Inc.		
Street Address:	6495 Marindustry Place		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2666562	AVIOSERV	
CORRESPONDENCE DATA			
Fax Number:	(312)258-5700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-258-5724		
Email:	cbollinger@schiffhardin.com		
Correspondent Name:	Chris L. Bollinger		
Address Line 1:	P.O. Box 06079		
Address Line 2:	Schiff Hardin LLP		
Address Line 4:	Chicago, ILLINOIS 60606-0079		
ATTORNEY DOCKET NUMBER:	27662-0029		
NAME OF SUBMITTER:	Chris L. Bollinger		
Signature:	/Chris Bollinger/		
Date:	04/06/2007		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

Between

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 **ASSIGNOR**

and

Avioserv San Diego, Inc., a California corporation whose principal place of business is at 6495 Marindustry Place, San Diego, CA 92121, USA

hereinafter referred to as **ASSIGNEE**

- A. Whereas, ASSIGNOR is willing to enter into a stock purchase agreement (the "STOCK PURCHASE AGREEMENT") pursuant to which ASSIGNOR 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 in the STOCK PURCHASE AGREEMENT 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 that shall be included in the total purchase price as listed in Art. 2.1 of the STOCK PURCHASE AGREEMENT. ASSIGNOR hereby accepts the assignment (the "ASSIGNMENT").
2. ASSIGNOR covenants and guarantees that:
 - (i) ASSIGNOR is the sole owner of all rights, title and interest in or to the AVIOSERV TRADEMARK;

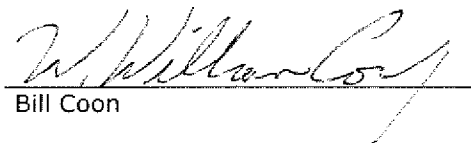
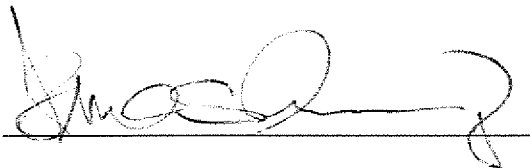
- (ii) ASSIGNOR has the full power and authority to sell and assign the TRADEMARKS to ASSIGNEE;
 - (iii) the ASSIGNMENT of the AVIOSERV TRADEMARK is the first and only transaction, instrument or act of any kind entered into or effected by ASSIGNOR in disposition of the AVIOSERV TRADEMARK;
 - (iv) ASSIGNOR 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. Notwithstanding the above, ASSIGNEE acknowledges that not ASSIGNOR but SAir Group CORPORATION SWITZERLAND ("SAir Group") is registered as owner of the AVIOSERV TRADEMARK.
4. 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.
5. This Trademark Assignment Agreement including the herein mentioned representations and guarantees shall be subject, governed and interpreted exclusively in accordance with the rules and principles as mentioned and agreed upon in the STOCK PURCHASE AGREEMENT and shall form part according to Art. 11.11 of the STOCK PURCHASE AGREEMENT.

Date: 3-26-07

Date: March 26, 2007

Avioserv San Diego, Inc.

T Group America Inc.



Bill Coon

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

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