

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
Amerijet Central America, LLC		06/30/2007	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Antillas Air Freight, Inc.		
Street Address:	P.O. Box 1181		
City:	Medford		
State/Country:	NEW YORK		
Postal Code:	11763		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1729911	ANTILLAS AIR	
CORRESPONDENCE DATA			
Fax Number:	(305)530-0055		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	305-539-7209		
Email:	agrunspan@carltonfields.com		
Correspondent Name:	Alan M. Grunspan		
Address Line 1:	4000 International Pl., 100 S.E. 2nd Str		
Address Line 4:	Miami, FLORIDA 33131		
ATTORNEY DOCKET NUMBER:	52609.32134		
NAME OF SUBMITTER:	Alan M. Grunspan		
Signature:	/Alan M. Grunspan/		
Date:	07/24/2007		

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Total Attachments: 6

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TRADEMARK ASSIGNMENT

WHEREAS, Amerijet Central America, LLC, a Florida limited liability company ("Assignor"), having a mailing address at 2800 South Andrews Ave., Fort Lauderdale, Florida 33316 owns 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, Antillas Air Freight, Inc., a New York corporation ("Assignee"), having a mailing address at P.O. Box 1181, Medford, NY 11763, 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 held and enjoyed by the Assignor has 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.

From the time Assignor was assigned the Marks to the present, Assignor and Amerijet Cargo, LLC, a Florida limited liability company ("Amerijet Cargo") warrant and represent that Assignor has owned and does now own the unencumbered and complete right, title, and interest

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to the Marks; that Assignor possesses the unencumbered right and authority to grant this Assignment; that there are no prior licenses or assignment concerning the Marks other than for collateral purposes to the Assignor's senior lender which will be released as part of the Settlement Agreement and General Release; that 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.

Assignor and Amerijet Cargo also warrant and represent that during their respective ownership of the Marks, Assignor and Amerijet Cargo are unaware of: (1) any encumbrances or claims by a third party to the right, title and interest to the Marks; (2) prior licenses or assignments concerning the Marks, other than for collateral purposes to the Assignor's senior lender which will be released as part of the Settlement Agreement and General Release; and (3) any claims, demands, or lawsuits having been asserted concerning the Marks.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be signed by duly authorized corporate officers effective as of the 3RD day of June, 2007.

AMERIJET CENTRAL AMERICA, LLC

(Assignor)

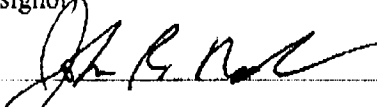
By: 

Name: JOHN R. NASH

Title: CFO

AMERIJET CARGO, LLC

(Assignor)

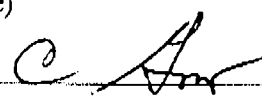
By: 

Name: JOHN R. NASH

Title: CFO

ANTILLAS AIR FREIGHT, INC.

(Assignee)

By: 

Name: Constantina Craspe

Title: PRESIDENT

STATE OF New York)
)
 COUNTY OF Suffolk) SS:

The foregoing instrument was acknowledged before me at 147 N. Ocean Ave Park, Hogue, NY this 19th day of June, 2007, by Lonnie George, 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.

Cara Barthelme
 Notary Public

My Commission Expires:


CARA BARTHELME
 Notary Public, State of New York
 No. 01BA6133612
 Qualified In Suffolk County
 Commission Expires 09/19/2009

(Notarial Seal)

STATE OF FLORIDA)
)
 COUNTY OF BROWARD) SS:

The foregoing instrument was acknowledged before me at Hialeah Fla, this 30TH day of June, 2007, by JON R. WASH who is known to me and known to me to be the CFO of Amerijet Central America, L.L.C, a Florida limited liability company, on behalf of the company.

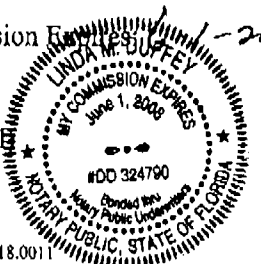
Linda M. Duffey
 Notary Public

My Commission Expires: 6-1-2008
 (Notarial Seal)


STATE OF FLORIDA)
)
 COUNTY OF BROWARD) SS:

The foregoing instrument was acknowledged before me at Hialeah Fla, this 30TH day of June, 2007, by JON R. WASH who is known to me and known to me to be the CFO of Amerijet Cargo, LLC, a Florida limited liability company, on behalf of the company.

Linda M. Duffey
 Notary Public

My Commission Expires: 6-1-2008
 (Notarial Seal)


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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