900227696 07/09/2012

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
Airinet Inc.		06/01/2012	CORPORATION:

RECEIVING PARTY DATA

Name:	Dialight Corporation	
Street Address:	1501 Route 34 South	
City:	Farmingdale	
State/Country:	NEW JERSEY	
Postal Code:	07727	
Entity Type:	CORPORATION: NEW JERSEY	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3752212	AIRINET
Serial Number:	85625682	LUMITROL SYSTEM

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 7192510900

Email: david@airinet.com

Correspondent Name: Airinet, Inc.

Address Line 1: 720 N Main Street, Suite 418
Address Line 4: Pueblo, COLORADO 81003

NAME OF SUBMITTER:	David L. Bueno
Signature:	/David L. Bueno/
Date:	07/09/2012

TRADEMARK REEL: 004816 FRAME: 0535

OP \$65.0

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of June 1, 2012, is made by and between Airinet Inc, a Colorado corporation ("Assignor"), and Dialight Corporation., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, the Assignor has agreed to transfer to the Assignee all of the Assignor's right, title and interest in and to the trademarks listed in <u>Attachment A</u> together with the goodwill of the business symbolized by the trademarks.

NOW, THEREFORE, for good and valuable consideration, including a sum of ten U.S. dollars (\$10.00) Assignee has given to Assignor, the adequacy, legal sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

- 1. The Assignor hereby assigns, transfers and conveys to the Assignee, and the Assignee hereby accepts and assumes, free and clear of any encumbrances, all right, title and interest in and to the trademarks as described on <u>Attachment A</u> hereto, together with the goodwill of the business symbolized by the trademarks, the applications for registration and registrations therefor, and all claims for damages arising out of or relating to past or continuing infringements thereof, if any, with the right to sue for and collect such damages.
- 2. The rights assigned hereby include, without limitation all of the Assignor's right to sue and recover for any past, present, and future infringement or unauthorized use of any right or interest in the trademarks.
- 3. Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States Patent and Trademark Office to record this Assignment and hereby represent and warrant that the Assignor have the full right to convey the entire interest herein assigned.
- 4. Assignor agrees to execute any further lawful documents and take any other actions that the Assignee may consider necessary or appropriate to fully protect and vest in the Assignee the assigned rights and interests in the trademarks and to assist the Assignee in the registration, maintenance, perfection and enforcement of any of the trademarks.
- 5. This Agreement shall be governed by, and construed in accordance with the laws of the State of New Jersey without giving effect to conflicts of law principles thereof.

[Remainder of Page Intentionally Left Blank; Signature Pages to Follow]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be executed and delivered by its duly authorized officer as of the date first above written.

ASSIGNOR:

AIRINET INC.

By:

Name David Bueno

Title: CEC

THE STATE OF COLORADO §

COUNTY OF PUEBLO

§

BEFORE ME, the undersigned authority, on this 1st day of June, 201, personally appeared David Bueno, in his capacity as *CEO* of Airinet Inc., a <u>Delaware</u> Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on behalf of Airinet Inc. of his own free will for the purposes and consideration therein expressed.

NOTARY PUBLIC:

My Commission Expires: 8-11-13

ASSIGNEE:

DIALIGHT CORPORATION

By:

Name Roy Burton

Title: President and CEO

THE STATE OF NEW JERSEY §

COUNTY OF Manmouth &

BEFORE ME, the undersigned authority, on this 1st day of June, 2012, personally appeared Roy Burton, acting in his capacity as President of Dialight Corporation, a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on behalf of Dialight Corporation of his own free will for the purposes and consideration therein, expressed.

NOTARY PUBLIC: 505AN L. MILLER

My Commission Expires: 8/7/2015

SUSAN L. MILLER NOTARY PUBLIC OF NEW JERSEY My Commission Expires 8/7/2015

ATTACHMENT A REGISTERED TRADEMARKS

Mark	Reg. No. / Serial No.	Filing/Registration Date
Airinet name and logo	Reg. – 3,752,212	February 23, 2010 (Registration)
Lumitrol name and logo	Serial - 85625682	May 15, 2012 (Filing)

Docs #1029291-v1

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RECORDED: 07/09/2012

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