OP \$40.00 4533978

ETAS ID: TM326860

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Travel Assurance Promise, LLC		12/12/2014	LIMITED LIABILITY COMPANY: ARIZONA

RECEIVING PARTY DATA

Name:	JTF Holdings, LLC
Street Address:	16211 North Scottsdale Rd.
Internal Address:	Suite A6A-446
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85254
Entity Type:	LIMITED LIABILITY COMPANY: ARIZONA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4533978	TRAVEL ASSURANCE PROMISE

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6027301422

Email: uspto@venableiplaw.com

Correspondent Name: Lance C. Venable Address Line 1: 4939 West Ray Rd.

Address Line 2: Suite 4-219

Address Line 4: Chandler, ARIZONA 85226

ATTORNEY DOCKET NUMBER:	1927-001
NAME OF SUBMITTER:	Lance C. Venable
SIGNATURE:	/Lance C. Venable/
DATE SIGNED:	12/21/2014

Total Attachments: 4

source=2014-12-08 Travel Assurance Promise Trademark Assignment - Executed#page1.tif source=2014-12-08 Travel Assurance Promise Trademark Assignment - Executed#page2.tif source=2014-12-08 Travel Assurance Promise Trademark Assignment - Executed#page3.tif

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TRADEMARK ASSIGNMENT

THIS AGREEMENT is made and entered into as of December 12, 2014 between TRAVEL ASSURANCE PROMISE, LLC, an Arizona limited liability company having its principal place of business of business in Scottsdale, Arizona ("TAP"), and JTF Holdings, LLC an Arizona limited liability company having its principal place of business in Scottsdale, Arizona, ("JTF Holdings").

The parties mutually agree as follows:

For good and valuable consideration paid by JTF Holdings, the receipt of which is acknowledged by TAP, TAP hereby sells, assigns, and transfers to JTF Holdings the entire and exclusive right, title, interest, and good will in all Trademark Rights in the TRAVEL ASSURANCE PROMISE mark and U.S. Registration 4,533,978 as shown in Exhibit A, to be held and enjoyed by JTF Holdings for its own use and enjoyment, and for the use and enjoyment of its successors and assigns, to the end of the term or terms for which the Trademark Registration may be granted.

TAP represents and warrants that it has full legal right, power and authority to sell, assign and transfer the Trademark Rights. TAP hereby agrees not to execute any agreement in conflict with this assignment.

TAP agrees to execute and deliver all papers and take other action, as may be necessary or desirable, to protect or perfect title to the Trademark Rights for JTF Holdings.

TAP hereby agrees to communicate to JTF Holdings any facts known that effect the Trademark Rights, whenever requested, and will testify in any legal proceeding, sign all lawful papers, make all rightful oaths, and generally do everything reasonably necessary to aid Assignee, its successors and assigns, to obtain and enforce proper trademark protection whenever necessary.

TAP agrees that: if any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of the Agreement will not be affected or impaired thereby; the waiver of a breach of any provision of this Agreement will not operate or be construed as a waiver of any other or a subsequent breach; the provisions of this Agreement will remain in effect and bind the heirs, successors, assignees, and legal representatives of the parties; this Agreement may be amended or modified only with written consent; no oral waiver, amendment or modification will

Page 1

be effective under any circumstances whatsoever; and the terms of this Agreement are reasonable.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on the date first written above.

ASSIGNOR:

Its_MEMBER

TRAVEL ASSURANCE PROMISE, LLC.	
By Jeremy Freer	12/8/14 Date
Its <u>MemBoon</u>	
ASSIGNEE:	
TF HOLDINGS, LLC	
and the	12.//

Date

EXHIBIT A

Page 3

United States of America United States Patent and Trademark Office

TRAVEL ASSURANCE PROMISE

Reg. No. 4,533,978

AVIATION WEST CHARTERS, INC. (COLORADO CORPORATION)

SUITE 110

Registered May 20, 2014 8014 E. MCCLAIN DR.

8014 E. MCCLAIN DR. SCOTTSDALE, AZ 852601329

Int. Cl.: 39

FOR: ADMINISTERING MEMBERSHIP PROGRAMS IN THE NATURE OF ARRANGING AIR MEDICAL TRANSPORTATION, IN CLASS 39 (U.S. CLS. 100 AND 105).

SERVICE MARK

FIRST USE 3-12-2012; IN COMMERCE 3-12-2012.

PRINCIPAL REGISTER

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PAR-

TICULAR FONT, STYLE, SIZE, OR COLOR.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "TRAVEL ASSURANCE", APART

FROM THE MARK AS SHOWN.

SN 85-479,678, FILED 11-23-2011.

ANDREA K. NADELMAN, EXAMINING ATTORNEY



Deputy Director of the United States Patent and Trademark Office

RECORDED: 12/21/2014

Nichelle K. Len