

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334639

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Badger Honor Flight, Inc.		03/10/2015	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	Honor Flight, Inc.		
Street Address:	300 East Auburn Ave		
City:	Springfield		
State/Country:	OHIO		
Postal Code:	45505		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86299212	BADGER HONOR FLIGHT WISCONSIN	
CORRESPONDENCE DATA			
Fax Number:	6082592600		
<i>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.</i>			
Phone:	608-259-2672		
Email:	atrupke@staffordlaw.com		
Correspondent Name:	Amie B. Trupke		
Address Line 1:	P.O. Box 1784		
Address Line 2:	Stafford Rosenbaum LLP		
Address Line 4:	Madison, WISCONSIN 53701-1784		
NAME OF SUBMITTER:	Amie B Trupke		
SIGNATURE:	/Amie B Trupke/		
DATE SIGNED:	03/10/2015		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT

This Trademark Assignment and License Agreement ("Agreement") is made and entered into by and between **Honor Flight, Inc.**, a corporation of the State of Ohio, having its principal office at 300 East Auburn Avenue, Springfield, Ohio 45505, and **Badger Honor Flight, Inc.**, a corporation of the State of Wisconsin, having its principal office at P.O. Box 258066, Madison, Wisconsin, 53725. The foregoing are collectively referred to herein as "the Parties."

WHEREAS, Badger Honor Flight has sought to obtain federal registration of its hub logo from the United States Patent and Trademark Office as described in the following application (the "Application"):

<i>Trademark</i>	<i>Application No.</i>	<i>Application Date</i>
BADGER HONOR FLIGHT WISCONSIN AND DESIGN	86/299,212	3 June 2014

WHEREAS, Honor Flight, Inc. is the owner of the HONOR FLIGHT trademark and several United States trademark registrations, including:

<i>Trademark</i>	<i>Registration No.</i>
HONOR FLIGHT TRI-STATE	4,062,820
HONOR FLIGHT	4,431,274
HONOR FLIGHT NETWORK AND DESIGN	4,479,816

WHEREAS, the Parties wish to execute this Agreement to effect registration of the Application.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree to the following terms and conditions:

1. **Assignment of Registration.** Badger Honor Flight shall execute the Assignment of Registered Trademark (attached hereto as Exhibit A) for filing with the

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Assignment Services Division of the Office of Public Records by Honor Flight, Inc., thereby assigning the Application to Honor Flight, Inc.

2. **License.** Honor Flight, Inc. grants to Badger Honor Flight an exclusive, royalty-free, perpetual, transferable right and license to use the mark as defined in the Application and any registration issuing therefrom, in connection with its business activities, effective upon the recordation of the assignment in accordance with Paragraph 1 herein and subject to the terms and conditions of the Policies and Procedures of the Honor Flight Network, the provisions of which are incorporated herein by reference. In addition, Honor Flight, Inc. hereby affirms the license for the use of the HONOR FLIGHT marks and registrations to Badger Honor Flight on a non-exclusive, royalty-free, perpetual, transferable basis, also detailed in and subject to the terms and conditions of the most current version of the Policies and Procedures. All transferees of said license provided herein shall be subject to the Policies and Procedures in their current form and as may be amended.
3. **Effect of License.** The parties acknowledge and agree that, by virtue of the rights granted to Badger Honor Flight in Paragraph 2 herein, Badger Honor Flight shall continue to be, and so long as it is in compliance with the Policies and Procedures and this agreement, shall be recognized as a hub of the Honor Flight Network by Honor Flight, Inc. Badger Honor Flight further agrees to be bound by the Policies and Procedures.
4. **Application and Registration Maintenance.** Badger Honor Flight shall be solely responsible for the costs and responsibility involved in the registration, renewal and declaration requirements of the Lanham Act in connection with the Application. Honor Flight, Inc. will, upon the request and without further consideration, but at the expense, if any, of Badger Honor Flight, execute all papers and do all other things that may be necessary or desirable to perfect the title to the Application or registrations issuing therefrom, or to effect registration, renewal, or meet other such obligations of the Lanham Act.
5. **Confidentiality.** The terms and circumstances of this settlement shall be held confidential and may only be disclosed as required by law and to the parties' legal and tax advisors and insurance underwriters.

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6. **Entire Agreement.** This Agreement, including the Assignment of Registered Trademark executed by the Parties, and the Policies and Procedures of the Honor Flight Network, both incorporated by reference herein, contains the entire understanding and agreement of the parties with respect to the subject matter hereof, and except as may be expressly provided herein, there are no other agreements, either oral or written, regarding the subject matter hereof. No representations, promises or inducements not included or referred to herein shall be binding upon the parties, and any representations, promises, inducements and negotiations not included or referred to herein are expressly superseded and are of no force or effect.
7. **Modification.** No amendments or modifications of this Agreement shall be valid or binding upon the parties unless made in writing and signed by the party to be charged with the amendment or modification.
8. **Governing Law; Jurisdiction; Enforcement.** This Agreement shall be interpreted and governed for all purposes, including but not limited to questions regarding its execution and validity, as well as questions regarding its performance, in accordance with the laws of the State of Ohio. The Parties consent and submit to the jurisdiction of the United States District Court for the Southern District of Ohio, Eastern Division, or any Ohio state court to interpret and enforce the terms of this Agreement. The prevailing party in any dispute over the interpretation or enforcement of this Agreement shall be awarded its costs and attorney fees incurred therein.
9. **Headings.** The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.
10. **Severability and Future Cooperation.** In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision. The parties agree to cooperate fully, to execute any and all supplementary documents, and to take all additional actions that may be necessary or appropriate to carry out the terms and intent of this Agreement.

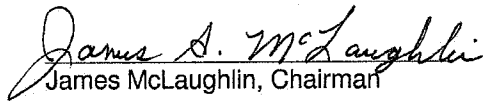
TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT

11. **Capacity and Authority to Sign.** The Parties each represent and warrant (a) that the person signing below on its behalf has full authority and capacity to execute this Agreement, without violating any other agreement to which it is a party or which may bind it; (b) that it has relied upon the legal advice of its own counsel, who were selected of its own choice; (c) that the terms of this Agreement have been completely read; (d) that the terms of this Agreement have been explained by counsel if desired; and (e) that the terms of this Agreement are fully understood and voluntarily accepted.
12. **Effectiveness.** This Agreement shall become effective immediately upon execution by all of the parties, which may be done in counterparts, with each counterpart being deemed an original. Electronic and photostatic copies of executed versions of this Agreement shall have the same force and effect as versions bearing original signatures.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date(s) noted below:

HONOR FLIGHT, INC.

3/10/15
Date


James McLaughlin, Chairman

BADGER HONOR FLIGHT

Date

Signature

Printed Name, Title

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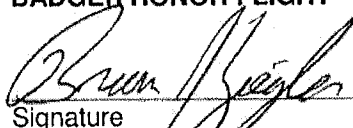
HONOR FLIGHT, INC.

Date

James McLaughlin, Chairman

100 Mar 2015
Date

BADGER HONOR FLIGHT


Signature

Brian Ziegler, President
Printed Name, Title

Exhibit A

ASSIGNMENT OF TRADEMARK APPLICATION

WHEREAS, Badger Honor Flight, a corporation of the State of Wisconsin, having its principal office at P.O. Box 258066, Madison, Wisconsin, 53725, has adopted, used, and is using, and is the owner of record of the following trademark application in the United States Patent and Trademark Office:

<i>Trademark</i>	<i>Application No.</i>	<i>Application Date</i>
BADGER HONOR FLIGHT WISCONSIN AND DESIGN	86/299,212	3 June 2014

WHEREAS, Honor Flight, Inc., a corporation of the State of Ohio, having its principal office at 300 East Auburn Avenue, Springfield, Ohio 45505, is desirous of acquiring said trademark application,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follow.

- Assignment.** Badger Honor Flight hereby assigns to Honor Flight, Inc. all right, title, and interest in the United States in and to the trademark registration together with the goodwill of the business symbolized by the trademark, registration, applications, or common law uses thereof.

Signed this 10 day of March, 2015.

ASSIGNOR

Brian Ziegler
Signature

State of Wisconsin)
County of Dane) ss:

On this 10th day of March, 2015, personally appeared Brian Ziegler, to me known and known to me to be the President of Badger Honor Flight, the assignor above named, and acknowledged that he/she executed the foregoing Assignment on behalf of said assignor and pursuant to authority duly received.

Amie B. Imple

my notary is permanent