

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM410754

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FlightView Inc.		01/01/2017	Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OAG Aviation Worldwide LLC		
<b>Street Address:</b>	801 Warrenville Road		
<b>Internal Address:</b>	Suite 555		
<b>City:</b>	Lisle		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60532		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2367371	FLIGHTVIEW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175076585		
<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>			
<b>Phone:</b>	617-504-0436		
<b>Email:</b>	heidi@heidischiller.com		
<b>Correspondent Name:</b>	Heidi A. Schiller		
<b>Address Line 1:</b>	197 Elm Street		
<b>Address Line 2:</b>	Suite 1730		
<b>Address Line 4:</b>	Northampton, MASSACHUSETTS 01060-2915		
<b>NAME OF SUBMITTER:</b>	Heidi A. Schiller		
<b>SIGNATURE:</b>	/Heidi A. Schiller/		
<b>DATE SIGNED:</b>	01/02/2017		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is made effective as of the 1st day of January, 2017 by and among FlightView Inc., a Massachusetts corporation with its principal office located at 55 Chapel Street, Suite 103, Newton, Massachusetts 02458 USA ("Assignor"), and OAG Aviation Worldwide LLC, a Delaware limited liability company with its principal office located at 801 Warrenville Road, Suite 555, Lisle, Illinois 60532 USA ("Assignee").

WHEREAS, Assignor is the owner of certain trademarks identified in Schedule A attached hereto (the "Trademarks");

WHEREAS, pursuant to that certain Assignment Agreement (the "Assignment Agreement") and related Assignment and Assumption Agreement, both effective as of 1 January 2017 (collectively, the "Assignment Documents"), the Assignor has agreed to assign, convey and transfer to Assignee the Assigned Assets (as defined in the Assignment Agreement), including the Trademarks;

NOW, THEREFORE, in consideration of the covenants and undertakings of the parties under the Assignment Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 1. Assignment

1.1 The Assignor assigns, transfers and conveys to the Assignee:

(a) all of the Assignor's right, title and interest in and to the Trademarks, including, without limitation, all common law rights, and any trademark registrations thereof and applications therefor, along with the goodwill of the business symbolized by use of the Trademarks;

(b) all income, royalties, damages and other payments that are now or become due and payable with respect to the Trademarks, the same to be held and enjoyed by the Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment had not been made; and

(c) the right to sue third parties for and recover damages from past, present and future infringement or misappropriation of the Trademarks (collectively, the "Assignment").

### 2. Perfection of Assignment and Further Assurances

2.1 Upon Assignee's request, Assignor agrees that it will execute and deliver such other instruments of assignment, transfer and conveyance as may be reasonably necessary or advisable in order to perfect or otherwise enable the Assignment and to confirm Assignee's title to the Trademarks and any trademark registrations thereof or applications therefor. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and advisable in protecting and enforcing Assignee's rights in the Trademarks.

### 3. Governing Law and Jurisdiction

3.1 This Agreement shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by **TRADEMARK** of the

State of Delaware applicable to contracts made in that State, without regard to any conflict of law principles of the State of Delaware. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be brought in any federal or state court of competent jurisdiction located in the State of Delaware, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

**4. General**

- 4.1 Entire Agreement. This Agreement and the Assignment Documents set forth the entire agreement between the parties and fully supersede any and all prior agreements or understandings, whether oral or written, between the parties pertaining to the subject matter hereof.
- 4.2 Binding. This Agreement shall be binding upon each of the parties and upon their heirs, administrators, representatives, executors, beneficiaries, successors and assigns, and shall inure to the benefit of each party and to their heirs, administrators, representatives, executors, beneficiaries, successors and assigns.
- 4.3 Severability. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and if such illegal or invalid part, term or provision would be valid or legal if some part of it were deleted, the part, term or provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 4.4 Amendments/Waiver. This Agreement may be amended, revoked, changed, modified or any term waived only upon a written agreement executed by the parties. The failure to exercise or delay in exercising a right or remedy provided under this Agreement or by law shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.
- 4.5 Headings. The headings in this Agreement are for convenience of reference only and shall not be deemed to interpret, supersede or modify any provision of this Agreement.
- 4.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.
- 4.7 Notices. Any notice or other communication under or in connection with this Agreement shall be in writing and shall be sent by first class post pre-paid recorded delivery (or air mail if overseas), or express delivery, to the party due to receive the notice or communication as set forth in Section 11(a) of the Assignment Agreement.

*[signature page follows]*

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their authorized representatives as of the date first above written.

SIGNED for and on behalf of  
ASSIGNOR:

FLIGHTVIEW INC.

By: Matthew Rose

Title: President

SIGNED for and on behalf of  
ASSIGNEE:

OAG AVIATION WORLDWIDE LLC

By: Drew Endrick

Title: Controller

## TRADEMARKS

Country	Trade Mark	Registration Number	Registration Date	Class	Renewal Date
China	FLIGHTVIEW	19143065	Filed 24/02/2016	9	
China	FLIGHTVIEW	19143064	Filed 24/02/2016	35	
China	FLIGHTVIEW	19143315	Filed 24/02/2016	42	
EU	FLIGHTVIEW	014960959	20/10/2016	42, 45	24/12/2025
US	FLIGHTVIEW	2,367,371	18/07/2000	9, 35, 42	18/07/2020