

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510955

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rectrix Administrative Services, Inc.		02/15/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Ross Rectrix BED, LLC		
Street Address:	777 Virginia Road		
City:	Concord		
State/Country:	MASSACHUSETTS		
Postal Code:	01742		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3156930	R	
Registration Number:	3206064	R	
Registration Number:	3206065	R	
Registration Number:	4846077	RECTRIX	
Registration Number:	4846078	RECTRIX AERODROME CENTERS	
Registration Number:	5091953	RECTRIX SHUTTLE	
Registration Number:	5514054	FLY RECTRIX	
Registration Number:	3425878	HANGARMINIUM	
CORRESPONDENCE DATA			
Fax Number:	2158648999		
<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:	215.864.8155		
Email:	militello@ballardspahr.com		
Correspondent Name:	Corinne A. Militello		
Address Line 1:	Ballard Spahr LLP		
Address Line 2:	1735 Market Street, 51st Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-7599		
NAME OF SUBMITTER:	Corinne A. Militello		

CH \$215.00 3156930

SIGNATURE:	/Corinne A. Militello/
DATE SIGNED:	02/21/2019
Total Attachments: 5 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif source=Trademark Assignment#page5.tif	

TRADEMARK ASSIGNMENT

WHEREAS, Rectrix Administrative Services, Inc., a Delaware corporation (hereinafter referred to as “**Assignor**”), is the sole and exclusive owner of the registered trademarks identified on **EXHIBIT A** attached hereto and made a part hereof (hereinafter referred to as the “**Trademark Registrations**”), which are held in the name of Assignor on the records of the U.S. Patent and Trademark Office or the Canadian Intellectual Property Office as set forth on **EXHIBIT A**; and

WHEREAS, reference is made to that certain Equity and Asset Purchase Agreement, dated as of October 12, 2018 (the “**Purchase Agreement**”) by and among Rectrix Commercial Aviation Services, Inc., a Delaware corporation and sole shareholder of Assignor, Ross Rectrix Holdings, LLC, a Delaware limited liability company (“**Buyer**”), Ross Rectrix MRO, LLC, a Delaware limited liability company and a wholly-owned subsidiary of Buyer (“**Ross MRO**”), and Richard A. Cawley, solely in his capacity as the Company’s Representative, pursuant to which Buyer purchased 100% of the Subsidiary Interests (as defined in the Purchase Agreement) and Ross MRO purchased certain assets and property used or held for use in the MRO Business, all as provided in the Purchase Agreement; and

WHEREAS, to carry out the intent and purpose of the Purchase Agreement, Assignor hereby assigns to Ross Rectrix BED, LLC, a Delaware limited liability company (“**Assignee**”) and executes and delivers this instrument (“**Trademark Assignment**”) evidencing the transfer and assignment to Assignee of all of Assignor’s right, title and interest in and to the Trademark Registrations, including the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, assigns, and transfers unto Assignee, without encumbrance, restriction, or third party interest, all of the Assignor’s right, title, and interest in and to the following, together with the goodwill of the business symbolized thereby:
 - a. the Trademark Registrations and all issuances, extensions, and renewals thereof;
 - b. all rights of any kind whatsoever of Assignor accruing under the trademarks set forth on Exhibit A provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - c. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - d. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

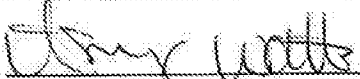
2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks (or other appropriate official whose duty it is to issue trademarks for any country) to record and register this Trademark Assignment upon request by Assignee. Assignor hereby covenants and agrees, upon Assignee's written request and without further remuneration but at no material cost, expense, or liability to Assignor, (a) to communicate to Assignee or its legal representatives all facts known to and readily ascertainable by Assignor respecting the Trademark Registrations; and (b) to execute all lawful documents and instruments and make all rightful oaths or declarations as are reasonable, necessary and appropriate to aid Assignee and Assignee's successors and assigns in confirming, preserving and protecting all rights in and to the Trademark Registrations (and any renewals therefor) in any country.

[Page Ends Here – Signatures on Next Page]

IN TESTIMONY WHEREOF, Assignor and Assignee have caused this instrument of assignment to be signed by the duly authorized individuals identified below.

Dated this 15th day of February 2019.

ASSIGNOR: Rectrix Administrative Services, Inc.

By: 
Printed Name: Ashley Watts
Title: President

ASSIGNEE: Ross Rectrix BED, LLC

By: _____
Printed Name:
Title:

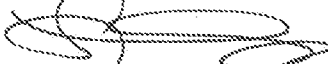
IN TESTIMONY WHEREOF, Assignor and Assignee have caused this instrument of assignment to be signed by the duly authorized individuals identified below.

Dated this 15th day of February 2019.

ASSIGNOR: Rectrix Administrative Services, Inc.

By: _____
Printed Name:
Title:

ASSIGNEE: Ross Rectrix BED, LLC

By:  _____
Printed Name: *Steve W Gampp*
Title: *Chief Financial Officer*

[TRADEMARK ASSIGNMENT]

TRADEMARK
REEL: 006568 FRAME: 0963

**EXHIBIT A
ASSIGNED TRADEMARK REGISTRATIONS**

Mark	Country	Reg. No.	Reg./App. Date
R (Stylized)	United States	Reg. No. 3156930	10/17/2006
R (Stylized)	United States	Reg. No. 3206064	2/6/2007
R (Stylized)	United States	Reg. No. 3206065	2/6/2007
Rectrix	United States	Reg. No. 4846077	11/3/2015
Rectrix Aerodrome Centers	United States	Reg. No. 4846078	11/3/2015
Rectrix Shuttle	United States	Reg. No. 5091953	11/29/2016
Fly Rectrix	United States	Reg. No. 5514054	7/10/2018
HANGARMINIUM	United States	Reg. No. 3425878	5/13/2008
HANGARMINIUM	Canada	Reg. No. TMA725602	10/8/2008