

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM594789

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Peninsula Aviation Services, Inc.		08/03/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Float Alaska IP, LLC		
Street Address:	101 West Mission Blvd. #110-201		
City:	Pomona		
State/Country:	CALIFORNIA		
Postal Code:	91766		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5931881	PENAIR	
Registration Number:	5942994	PENAIR	
CORRESPONDENCE DATA			
Fax Number:	7144539824		
<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:	(714)453-9824		
Email:	docketing@lozaip.com		
Correspondent Name:	LOZA & LOZA LLP		
Address Line 1:	305 NORTH SECOND AVE., #127		
Address Line 4:	UPLAND, CALIFORNIA 91786-6064		
ATTORNEY DOCKET NUMBER:	FLOAT-999		
NAME OF SUBMITTER:	Christina S. Loza		
SIGNATURE:	/Christina S. Loza/		
DATE SIGNED:	08/28/2020		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), effective as of August 7, 2020, is made by Peninsula Aviation Services, Inc., a Delaware corporation, having a place of business at 6100 Boeing Avenue, Anchorage, AK 99052 (“**Assignor**”) in favor of Float Alaska IP, LLC, a Delaware limited liability company, having a place of business at 101 W Mission Blvd #110-201, Pomona, CA 91766 (“**Assignee**”). Assignor and Assignee are collectively referred to as the “**Parties**” and individually as a “**Party**.”

WHEREAS, this Trademark Assignment is being executed pursuant to an Asset Purchase Agreement dated August 3, 2020, by and among the Assignor and the Assignee, (the “**Purchase Agreement**”). Capitalized terms used but not otherwise defined in this Trademark Assignment shall have the meanings assigned to them in the Purchase Agreement; and

WHEREAS, under the terms of the Purchase Agreement, Assignor agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, the Parties hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the trademarks, trademark registrations and trademark applications set forth on Schedule 1 hereto (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing 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, 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 hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of

attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademark to Assignee.

3. Terms of the Asset Purchase Agreement. The Parties acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

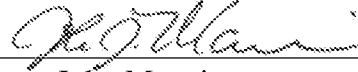
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

7. Electronic Signature. The Parties agree that this Trademark Assignment may be signed electronically pursuant to the ESIGN Act, and that the electronic signatures appearing on this Trademark Assignment are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

PENINSULA AVIATION SERVICES, INC.



Name: John Mannion

Title: Chief Financial Officer

FLOAT ALASKA IP LLC

Name: _____


Title: _____

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

PENINSULA AVIATION SERVICES, INC.

.....
Name: _____
Title: _____


FLOAT ALASKA IP, LLC


.....
Name: Thomas Heich
Title: Manager

SCHEDULE 1

Assigned Trademarks

Federal Trademark Registrations

Mark	Registration Number	Registration Date
PENAIR	5931881	December 10, 2019
PENAIR (stylized) 	5942994	December 24, 2019