

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM707117

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900668000		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stealth Aerospace, Inc.		10/15/2021	Corporation: CALIFORNIA
Alon Glickstein		10/15/2021	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Blue Sky Group Acquisition, LLC		
Street Address:	13402 Beach Avenue		
City:	Marina Del Rey		
State/Country:	CALIFORNIA		
Postal Code:	90292		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2674298	STEALTH AEROSPACE A WORLD OF SERVICE	
Registration Number:	2712834	S A	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3128637141		
Email:	kristen.lange@goldbergkohn.com		
Correspondent Name:	Kristen N. Lange, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 E. Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7023.028		
NAME OF SUBMITTER:	Kristen N. Lange		
SIGNATURE:	/kristenlange/		
DATE SIGNED:	02/08/2022		
Total Attachments: 6			

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”) is executed and delivered effective as of October 15, 2021 (“Effective Date”) by Stealth Aerospace, Inc., a California corporation (“Seller”), and Alon Glickstein (“Owner” and, together with Seller, “Assignor”), to and in favor of Blue Sky Group Acquisition, LLC, a Delaware limited liability company (“Assignee”).

RECITALS

WHEREAS, Assignor has previously engaged in, and Assignee is succeeding Assignor in engaging in the business of sourcing, importing, exporting, marketing, selling, supplying, and distributing aerospace and defense hardware and consumable parts, and providing other products and services related thereto (collectively, the “Business”);

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor’s right, title and interest in and to (1) the “Intellectual Property” and “Work Product”, each as defined in that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), by and among Seller, Assignee, and Owner, except and only to the extent such Intellectual Property or Work Product constitutes an Excluded Asset, and (2) the registered and unregistered items of Intellectual Property identified in Schedule A attached hereto, as well as all other intellectual property, industrial property and proprietary rights pertaining to the Business, whether or not appearing on Schedule A, which consist of the following (except to the extent such property or rights constitute an Excluded Asset) (the items set forth in clauses (1) and (2), collectively, the “Assigned Intellectual Property”):

(a) inventions (whether or not patented or patentable), ideas, methods, patents, patent applications;

(b) trademarks and service marks trademark (whether or not registered, and any applications and registrations therefor), trade names, logos, fictitious business names, Internet domain names, social media or online user account names or identifiers (including without limitation for Facebook, Twitter, YouTube, and Pinterest accounts), together with the goodwill of the business connected with the use of all of the foregoing and symbolized thereby;

(c) copyrights and rights of copyright (whether or not registered, and any applications and registrations therefor), and works of authorship in any tangible medium of expression whether or not copyrightable, including without limitation writings of any kind, printed or graphic matter (including all preparatory materials such as sketches, drafts, outtakes, outlines and drawings), video footage and other audiovisual works, images, artwork, designs, photographs, films, slides, recordings, music, mechanicals, business and marketing plans and proposals, documentation and manuals, electronic, electrical and mechanical equipment and all other forms of technology, including improvements, modifications, works in process, and any derivatives works or revisions of any of the foregoing;

(d) trade secrets, know-how, formulas, methods of operation, customer lists and data, processes and techniques, specifications, supplier lists, pricing and cost information;

(e) computer software or firmware in any form, including object code, source code, computer instructions, commands, programs, modules, routines, procedures, rules, libraries, macros, algorithms, tools and scripts, and all documentation of or for any of the foregoing;

(f) blueprints, engineering drawings, proprietary products, technologies, confidential information;

(g) rights of privacy and publicity, moral rights and proprietary rights of any kind or nature, all of the foregoing however denominated, throughout the world in all media now known or hereafter created;

(h) any and all contractual rights and obligations relating to any of the foregoing and all income, royalties, or payments due or payable for or on account of the Intellectual Property as of the Effective Date or thereafter; and

(i) all causes of action and rights to sue at law or in equity for and to recover and collect damages for any past, present, or future infringement, dilution, misappropriation or other impairment of any of the foregoing, including the right to receive all proceeds and damages therefrom, and all rights to obtain renewals, continuations, divisions or other extensions of legal protections pertaining thereto.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the parties hereto agree to as follows:

1. Assignment. Assignor hereby sells, assigns, conveys, transfers and sets over to Assignee its entire right, title and interest in and to the Assigned Intellectual Property described in the preceding recitals, together with the goodwill of the business connected therewith and symbolized thereby, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Terms of the Purchase Agreement. The Assigned Intellectual Property is sold, conveyed, transferred, assigned and delivered to Purchaser subject to the representations, warranties, covenants, agreements and indemnities of Seller and Owner expressly set forth in the Purchase Agreement. 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.

3. Further Assurances. Assignor agrees to provide to Assignee, Assignee's successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, use specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (a) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (b) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Assigned Intellectual Property and this Assignment; (c) obtaining by Assignee any additional protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (d) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world via Assignor's separate assignments of the Assigned Intellectual Property, in whole or in part, and such other documents as may be reasonably requested by Assignee or its legal representatives or designees. Notwithstanding the foregoing, in no event shall the Assignor be obligated to bear any costs associated with seeking registration, implementation, perfection or additional protection for the Assigned Intellectual Property beyond that which is included in the Intellectual Property assigned hereunder.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the domestic 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) that would cause the application of the laws of any other jurisdiction

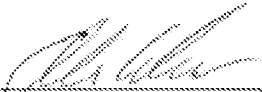
5. Execution. This Assignment may be executed may be executed and delivered in two or more counterparts and by email (including PDF attachment), each of which, when taken together, shall be deemed an original and all of which shall be considered one and the same instrument. Assignee, Seller and Owner each hereby agrees that this Assignment may be executed and entered into electronically and that any electronic signature (as defined below), whether digital or encrypted, used by a party hereto is intended to authenticate this Assignment and to have the same legal force and effect as a manual signature. For purposes of this Section 5, the term “electronic signature” means any electronic symbol, designation or process attached to or logically associated with an agreement, document, instrument, record or contract and adopted by a party hereto with the intent to sign such agreement, document, instrument, record or contract (including through the use of DocuSign or similar software). None of Assignee, Seller or Owner shall raise the use of email or electronic signature to deliver a signature or the fact that any signature or agreement, document or instrument was transmitted or communicated through the use of email or electronic signature as a defense to the formation or enforceability of a contract and each of Assignee, Seller and Owner forever waives any such defense.

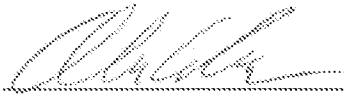
[Signature Pages Follow]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by their respective duly authorized representatives as of the Effective Date.

ASSIGNOR:

STEALTH AEROSPACE, INC.,
a California corporation

By: 
Name: Alon Glickstein
Title: President


Alon Glickstein

ASSIGNEE:

BLUE SKY GROUP ACQUISITION, LLC,
a Delaware limited liability company

By: 

Name: Scott Tucker

Title: CEO and President

[Signature Page to IP Assignment]

TRADEMARK

REEL: 007555 FRAME: 0383

SCHEDULE A

INTELLECTUAL PROPERTY

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
STEALTH AEROSPACE A WORLD OF SERVICE	76310270	Registered	2674298	01/14/03	Stealth Aerospace, Inc.
S A	76310269	Registered	2712834	05/06/03	Stealth Aerospace, Inc.

Domains and websites found at www.stealthaerospace.com and stealth.aero.

The programs PDF Viewer, Clip Writer, Clipboard Viewer, and DBF Viewer (developed on behalf of Seller to aid in the Business).

The database developed by the Seller and/or the Owner for use in the Business, including all software and related Intellectual Property incidental thereto.