

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM753936

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TEM ENTERPRISES		09/07/2022	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Avelo, Inc.		
Street Address:	5847 San Felipe Street, Suite 1900		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77057		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5212897	XTRAIRWAYS	
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:	541-240-8020		
Email:	docketing@resonateip.com		
Correspondent Name:	Andrew M. Smith		
Address Line 1:	P.O. Box 1650		
Address Line 4:	Bend, OREGON 97709		
NAME OF SUBMITTER:	Andrew M. Smith		
SIGNATURE:	/Andrew M. Smith/		
DATE SIGNED:	09/07/2022		
Total Attachments: 2			
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OP \$40.00 5212897

TRADEMARK ASSIGNMENT

WHEREAS, TEM Enterprises, a Nevada corporation having an address of 3262 Westheimer Road, Suite 879, Houston, Texas 77098 (“Assignor”) owns the following trademark registration (the “Registration”) and the goodwill associated therewith (the “Mark”):

<u>Country</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Registration Date</u>
U.S.A.	XTRAIRWAYS (Stylized) XTR Airways	5212897	May 30, 2017

WHEREAS, Avelo, Inc., a Delaware corporation having an address of 5847 San Felipe Street, Suite 1900, Houston, Texas 77057 (“Assignee”) is desirous of acquiring the Registration and Mark identified above.

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

1. Assignor does hereby assign unto Assignee, all right, title and interest in and to the Registration and the Mark, together with any common law rights and the goodwill of the business symbolized therewith, as well as the right (but not the obligation) to assert the Registration and the Mark and to collect for all past, present and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur.
2. The portion of Assignor’s business to which the Registration and Mark pertains is an ongoing and existing business.
3. This document may be executed in two counterparts, each of which shall be deemed to be an original and all such counterparts shall constitute but one and the same instrument.

[Intentionally Left Blank – Signature Page Follows]

Date: 9/7/22

TEM Enterprises ("Assignor")

By: *Daniel Camejo*

Name: Daniel Camejo

Title: VP and General Counsel

Date: 9/7/22

Avelo, Inc. ("Assignee")

By: *Daniel Camejo*

Name: Daniel Camejo

Title: Secretary