

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Daniel Baker</td> <td>01/22/2009</td> </tr> <tr> <td>Karl Lehenbauer</td> <td>01/22/2009</td> </tr> <tr> <td>David Cameron McNett</td> <td>01/23/2009</td> </tr> <tr> <td>Mark L. Duell Jr.</td> <td>01/22/2009</td> </tr> </tbody> </table>		Name	Execution Date	Daniel Baker	01/22/2009	Karl Lehenbauer	01/22/2009	David Cameron McNett	01/23/2009	Mark L. Duell Jr.	01/22/2009
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>FlightAware LLC</td> </tr> <tr> <td>Street Address:</td> <td>Eight Greenway Plaza, Suite 1300</td> </tr> <tr> <td>City:</td> <td>Houston</td> </tr> <tr> <td>State/Country:</td> <td>TEXAS</td> </tr> <tr> <td>Postal Code:</td> <td>77046</td> </tr> </table>		Name:	FlightAware LLC	Street Address:	Eight Greenway Plaza, Suite 1300	City:	Houston	State/Country:	TEXAS	Postal Code:	77046
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PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13477175</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13477175						
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Application Number:	13477175										
CORRESPONDENCE DATA											
Fax Number:	(317)637-7561										
Phone:	317-634-3456										
Email:	wmckenna@uspatent.com										
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>											
Correspondent Name:	William A. McKenna										
Address Line 1:	111 Monument Circle, Suite 3700										
Address Line 4:	Indianapolis, INDIANA 46204										
ATTORNEY DOCKET NUMBER:	6296-75										
NAME OF SUBMITTER:	William A. McKenna										
Total Attachments: 3 source=Assignment6296-75#page1.tif source=Assignment6296-75#page2.tif source=Assignment6296-75#page3.tif											

OP \$40.00 13477175

ASSIGNMENT

Daniel Baker of 1827 Norfolk Street, Houston, Texas 77098,
Karl Lehenbauer of 15823 Hidden Cove, Houston, Texas 77079,
David Cameron McNett of 11608 Spicewood Pkwy #29, Austin, Texas 78750, and
Mark L. Duell, Jr. of 2302 Milam Street #1225, Houston, Texas 77006,

hereafter referred to as the "Assignor," either singularly or collectively as appropriate, has made certain inventions in **SYSTEM AND METHOD FOR OPTIMIZED FLIGHT PLANNING**, hereinafter referred to as the "Inventions," invented by the Assignor and as, at least in part, disclosed, described, claimed, and/or intended to be in

United States Patent Application No. 12/358,933

which was filed on January 23, 2009

hereinafter referred to as the "Application." In the event the application number and/or filing date of the Application are not known and/or written above at the time this Assignment is executed, the Assignor hereby authorizes and requests the firm of Woodard, Emhardt, Moriarty, McNett & Henry LLP of 111 Monument Circle, Suite 3700, Indianapolis, Indiana 46204-5137 to insert above the date and/or application number of the Application when officially known.

For good, valuable and sufficient consideration to the Assignor, the receipt of which is hereby acknowledged, the Assignor does hereby sell, assign and transfer unto Flight Aware, LLC, a limited liability company of the State of Texas, having a principal place of business at Eight Greenway Plaza, Suite 1150, Houston, Texas 77046, hereinafter referred to as the "Assignee,"

- (i) all of the entire worldwide right, title and interest in, to and under the Inventions,
- (ii) all of the entire worldwide right, title and interest, together with all rights of priority, in, to and under the Application,
- (iii) all of the entire worldwide right, title and interest, together with all rights of priority, in, to and under the portions, in whole or in part, of any and all applications based on or arising from the Inventions or the Application, including provisional, utility, design, plant and petty patent applications, and any and all divisions, continuations, continuations-in-part, substitutes, extensions, re-examinations and reissues thereof, and
- (iv) all of the entire worldwide right, title and interest, together with all rights of priority and rights of action for infringement, in, to and under the portions, in whole or in part, of any and all patents based on or arising from the Inventions or the Application, including utility, design, plant and petty patent applications, and any and all divisions, continuations, continuations-in-part, substitutes, extensions, re-examinations and reissues thereof,

in all countries, United States and foreign, and under any applicable treaty or convention, which include but are not limited to:

- (a) all past, present and future rights and privileges, legal, equitable and otherwise, including, to the extent permissible by law, rights and privileges related to the Assignor's attorney-client relationship,
- (b) all past, present and future causes of action, including causes of action for infringement and misappropriation, whether committed or accruing before, on or after the effective date of this assignment, and
- (c) all past, present and future remedies for damages and profits,

as related to the Inventions, the Application and the portions, in whole or part, of any and all applications or patents based on or arising from the Inventions or the Application, to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, the above, including items (i) through (iv) and (a) through (c), hereinafter referred to as the "Property and Related Rights."

ASSIGNMENT

The Assignor hereby COVENANTS AND WARRANTS that the Assignor has not executed and shall not execute any writing or perform any act whatsoever conflicting with this Assignment. This covenant and warranty includes, but is not limited to, a representation to the Assignee that no assignment, grant, mortgage, license, encumbrance or other agreement affecting any portion, in whole or in part, of the Property and Related Rights has been made to any party by the Assignor, and that the full right and authority to convey the Property and Related Rights as herein expressed is possessed by the Assignor.

The Assignor hereby further COVENANTS AND WARRANTS that the Assignor will, without further consideration or payments to the Assignor but at the Assignee's expense, perform the following as relating to the Inventions, the Application and the portions of any and all applications or patents based on or arising from the Inventions or the Application in all countries, United States and foreign, and under any applicable treaty or convention:

- (1) communicate any and all facts and information known to the Assignor respecting the Property and Related Rights to the Assignee and the Assignee's affiliates, legal representatives and successors;
- (2) sign, execute and deliver any and all other papers necessary or desirable to perfect the title to all of the entire right and interest, together with all rights of priority in, to and under the Inventions, the Application and the portions, in whole or in part, of any and all applications or patents based on or arising from the Inventions or the Application, including all rightful oaths, declarations, assignments, powers of attorney and other related papers, in and for the use of the Assignee and the Assignee's affiliates, legal representatives and successors;
- (3) testify in any legal or quasi-legal proceedings regarding any and all facts known to the Assignor relating to the Property and Related Rights as requested by the Assignee and the Assignee's affiliates, legal representatives and successors;
- (4) act in the benefit of the Assignee, including not engaging in any acts resulting in intentional or unintentional waiver of attorney-client privileges, as relating to the Property and Related Rights without express written authorization by the Assignee, and, in the event that there is a waiver of attorney-client privileges, assert that any partial waiver of attorney-client privileges does not constitute a total waiver of attorney-client privileges; and
- (5) generally do everything reasonable to aid in securing, maintaining and enforcing proper protection for the Property and Related Rights in the Assignee and the Assignee's affiliates, legal representatives and successors.

The Assignor hereby agrees that any partial waiver of the Assignor's attorney-client rights and privileges as related to the Property and Related Rights, whether inadvertent, willful, past, present or future, will not constitute a total waiver of the Assignor's attorney-client rights and privileges.

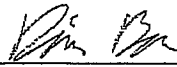
The Assignor hereby authorizes and requests the Honorable Commissioner for Patents to issue any aforesaid patent to the Assignee and the Assignee's affiliates, legal representatives and successors.

This Assignment embodies the complete agreement between the parties and shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the laws of the United States, and in particular in accordance with the laws of the State of Indiana, without reference to the conflict of laws principles thereof. It is further understood that Assignor consents to the courts of Indiana in connection with any dispute arising under the Assignment.

If any provision of this Assignment shall be ruled invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining portions of this Assignment, which remaining portions shall continue in full force and effect as if this Assignment had been executed with the invalid portion eliminated.

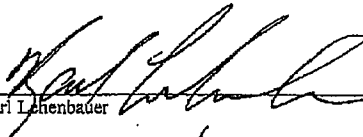
This Assignment is hereby made effective as of the 22nd day of January, 2009, or effective as of the conception date of the Inventions if earlier.

ASSIGNMENT



Daniel Baker

Date: 1/22, 2009



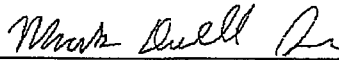
Karl Lehenbauer

Date: 1/22, 2009



David Cameron McNett

Date: 1/23/2009, 2009



Mark L. Duell, Jr.

Date: 1/22, 2009