506615798 04/19/2021

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6662605

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		BILL OF SALE	
CONVEYING PARTY D	ΑΤΑ		
		Name	Execution Date
BANYAN CREST CAPITAL, LLC			01/30/2014
RECEIVING PARTY DA	TA		
Name:	SABRELINER AVIATION, LLC		
Street Address:	6 TRAUT	UTMAN INDUSTRIAL COURT	
City:	SAINTE	AINTE GENEVIEVE	
State/Country:	MISSOU	MISSOURI	
Postal Code:	63670		
PROPERTY NUMBERS	Total: 1		
PROPERTY NUMBERS Total: 1 Property Type		Number	
Patent Number:	83	17135	
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EXHIBIT A

Bill of Sale

PATENT REEL: 056071 FRAME: 0389

See free

BILL OF SALE

Banyan Crest Capital, LLC, a Florida limited liability company ("Banyan"), in its capacity as administrative agent for itself as a Lender and for the other Lenders (in such capacity, "Secured Party") under that certain Revolving Credit and Security Agreement dated as of December 30, 2011 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement" and together with certain other documents, instruments, and agreements executed pursuant to or in connection with the Credit Agreement, the "Loan Documents") between Secured Party and Sabreliner Corporation, a Delaware corporation (the "Borrower"), and Banyan as a lender and the financial institutions from time to time party thereto as lenders (the "Lenders" and together with the Secured Party, the "Lender Parties" and each as a "Lender Party"), pursuant to Section 9-610 of the Missouri Uniform Commercial Code (the "UCC"), for the Purchase Price (as defined in the Sale Agreement Pursuant to Article 9 of the Uniform Commercial Code dated January 30, 2013 among the Secured Party, the Borrower and the Transferce (the "Sale Agreement")) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, convey, assign, transfer, and deliver to Sabreliner Aviation, LLC, a Florida limited liability company (the "Transferee"), all the right, title, and interest of the Secured Party in and to those assets specifically set forth on Exhibit A attached hereto (the "Purchased Assets"), but excluding the Excluded Assets (as defined in the Sale Agreement).

THE PURCHASED ASSETS ARE SOLD "AS IS" AND "WHERE IS" WITH ALL-FAULTS AND DEFECTS (INCLUDING DEFECTS OF TITLE) AND SUBJECT TO ANY AND ALL LIENS, CLAIMS, CHARGES, ENCUMBRANCES, SECURITY INTERESTS,

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RESTRICTIONS, AND OTHER INTERESTS. THE TRANSFEREE ACKNOWLEDGES AND AGREES THAT NO LENDER PARTY HAS MADE NOR MAKES, AND EACH LENDER PARTY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO THE VALUE, NATURE, QUALITY, QUANTITY, OR CONDITION OF THE PURCHASED ASSETS OR ANY OTHER COLLATERAL; EXCEPT THE SECURED PARTY WARRANTS ONLY THAT IT HAS GOOD RIGHT TO SELL THE PURCHASED ASSETS TO THE TRANSFEREE UNDER SECTION 9-610 ET SEQ. OF THE UCC FREE AND CLEAR OF ANY KNOWN SUBORDINATE LIEN AS PROVIDED THEREIN, AND THE SOLE AND EXCLUSIVE REMEDY OF THE TRANSFEREE FOR ANY BREACH OF THE FOREGOING LIMITED WARRANTY SHALL BE THE LESSER OF THE AMOUNT NECESSARY TO DISCHARGE ANY PRESENTLY EXISTING LIEN OR THE PURCHASE PRICE PAID BY THE TRANSFEREE FOR THE AFFECTED PROPERTY, AND IN NO EVENT SHALL ANY LENDER PARTY BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE TRANSFEREE ACKNOWLEDGES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PURCHASED ASSETS, IT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PURCHASED ASSETS AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY ANY LENDER PARTY OR ANY OTHER PARTY.

THE TRANSFEREE FURTHER ACKNOWLEDGES THAT NO INDEPENDENT INVESTIGATION OR VERIFICATION HAS BEEN OR WILL BE MADE BY ANY LENDER PARTY WITH RESPECT TO ANY INFORMATION SUPPLIED BY ANY LENDER PARTY

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CONCERNING THE PURCHASED ASSETS AND THAT NO LENDER PARTY MAKES ANY REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, IT BEING INTENDED BY THE PARTIES HERETO THAT THE TRANSFEREE SHALL VERIFY THE ACCURACY AND COMPLETENESS OF SUCH INFORMATION ITSELF. THE TRANSFEREE ACKNOWLEDGES THAT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN SECTION 2.4 OF THE SALE AGREEMENT ARE AN INTEGRAL PORTION OF THIS AGREEMENT AND THAT THE LENDER PARTIES WOULD NOT AGREE TO SELL THE PURCHASED ASSETS TO THE TRANSFEREE OR CONSUMMATE THE TRANSACTIONS CONTEMPLATED BY THE SALE AGREEMENT WITHOUT THE DISCLAIMERS, AGREEMENTS, AND OTHER STATEMENTS SET FORTH IN THE STATEMENTS, AND THAT STATEMENTS SET FORTH IN THIS PARAGRAPH.

On or after the date hereof, the Secured Party will, at the Transferee's sole expense, from time to time at the Transferee's reasonable request, execute and deliver such further instrument and take or cause to be taken such other action to carry out the effect, intent, and purpose of the conveyance, assignment, and transfer to the Transferee hereunder and otherwise in the carrying out of the intent and purposes of this Bill of Sale.

Dated as of 30 January, 2014.

BANYAN CREST CAPITAL, LLC

By: BCG-STATUTORY TRUST, MEMBER

By:

Robert G. Stockard, in his capacity as Trustee of the BCC Statutory Trust

Exhibit A to Bill of Sale

Purchased Assets

The Purchased Assets shall include the following assets of Borrower, related in whole or in part to the business of Borrower, wherever located.

(a) all inventory including but not limited to raw materials, work-inprocess, finished goods, supplies and any other inventory of the Borrower;

(b) all the fixed assets of the Borrower;

(c) all accounts receivable of the Borrower;

(d) all rights of the Borrower under any permits, notifications, licenses, consents, authorizations, approvals, certificates of any regulatory, administrative or other government agency or body and other similar documents and authorizations;

(c) all rights relating to any prepaid expenses;

(f) all intellectual property (including, but not limited to, all trade names, domain names, patents, patent applications, trademarks, know how, trade secrets, data, codes, and all goodwill associated therewith) owned or licensed by the Borrower;

(g) the books and records of the Borrower;

(h) all rights to claims of any nature available to or being pursued by the Borrower, including with respect to the ownership, use, function or value of any Purchased Asset, whether arising by way of counterclaim or otherwise;

(i) those guarantees, warranties, indemnities and similar rights in favor of the Borrower with respect to any Purchased Asset, to the extent conveyable; and

(j) all other assets of the Borrower (whether owned or leased, real or personal, or tangible or intangible), wherever located, other than the Excluded Assets.

¹ All terms used but not defined herein have the meanings given such terms in the Sale Agreement.

PATENT REEL: 056071 FRAME: 0393

RECORDED: 04/19/2021