

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM343902

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
OAG Aviation Worldwide LLC		09/19/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Royal News Corp.		
<b>Street Address:</b>	80 Broad Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10004		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3451843	AIR CARGO WORLD	
<b>Registration Number:</b>	3443928	AIR CARGO WORLD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	mgrieco@olshanlaw.com		
<b>Correspondent Name:</b>	Mary L. Grieco		
<b>Address Line 1:</b>	65 East 55th Street		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>NAME OF SUBMITTER:</b>	Mary L. Grieco		
<b>SIGNATURE:</b>	/mary grieco/		
<b>DATE SIGNED:</b>	06/08/2015		
<b>Total Attachments: 6</b>			
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**THIS DEED** is dated 19 September 2014 and is made **BETWEEN**:

- (1) **OAG Aviation Worldwide LLC**, a Delaware limited liability company whose registered agent is located at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 and principal place of business at 3025 Highland Parkway, Suite 200, Downers Grove, Illinois 60515 ("Assignor"); and
- (2) **Royal News Corp.**, a New York corporation with its principal place of business at 80 Broad Street, New York, New York 10004 ("Assignee").

WHEREAS,

A. The Assignor is the owner of the trademarks identified in Schedule A attached hereto (the "Trademarks"); and

B. Pursuant to that certain Agreement for the Sale and Purchase of the Air Cargo World Business dated 17 July 2014 (the "APA"), the Assignor has agreed to sell and transfer to the Assignee the goodwill and assets of Assignor's Air Cargo World business, including the Trademarks.

NOW, THEREFORE, in consideration of the covenants and undertakings of the parties under the APA and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## 1. Assignment

1.1 The Assignor assigns, transfers and conveys to the Assignee:

- (a) all of the Assignor's right, title and interest in and to the Trademarks, including, without limitation, all common law rights, and any trademark registrations thereof and applications therefor, along with the goodwill of the business symbolised by use of the Trademarks;
- (b) all income, royalties, damages and other payments that are now or become due and payable with respect to the Trademarks, the same to be held and enjoyed by the Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment had not been made; and
- (c) the right to sue third parties for and recover damages from past, present and future infringement or misappropriation of the Trademarks (collectively, the "Assignment").

1.2 The Assignor hereby authorises the Commissioner of Patents and Trademarks of the United States (or other empowered officials of the United States Patent and Trademark Office) to record this Assignment, and to issue or transfer the Trademarks to the Assignee as owner of all right, title and interest therein.

## 2. Perfection of Assignment and Further Assurances

2.1 Upon the Assignee's request, the Assignor agrees that it will execute and deliver such other instruments of assignment, transfer and conveyance as may be reasonably

necessary or advisable in order to perfect or otherwise effectuate or enable (a) the Assignment and to confirm the Assignee's title to the Trademarks and any trademark registrations thereof or applications therefor and (b) clause 2.1 of the APA.

### **3. Terms of the APA**

- 3.1 The parties acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the APA shall not be superseded by this Deed, but shall remain in full force and effect to the full extent provided in the APA.
- 3.2 In the event of any conflict or inconsistency between the terms of the APA and the terms of this Deed, the terms of the APA shall govern.

### **4. Governing Law and Jurisdiction**

- 4.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) ("Disputes") shall be governed by and construed in accordance with English law.
- 4.2 Each party irrevocably agrees that the state or federal courts sitting in New York, New York shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims) ("Proceedings") and to settle any Disputes.
- 4.3 Each party irrevocably waives any objection which it might at any time have to such courts being nominated as the forum to hear and determine any Proceedings and to settle any Disputes and agrees not to claim that such courts are not a convenient or appropriate forum.
- 4.4 Each party agrees that the process by which any Proceedings are begun may be served by being delivered in accordance with clause 5.7. Nothing in this clause 4 shall affect the right to serve process in any other manner permitted by law.

### **5. General**

- 5.1 This Deed and the APA set forth the entire agreement between the parties and fully supersedes any and all prior agreements or understandings, whether oral or written, between the parties pertaining to the subject matter hereof.
- 5.2 This Deed shall be binding upon each of the parties and upon their heirs, administrators, representatives, executors, beneficiaries, successors and assigns, and shall inure to the benefit of each party and to their heirs, administrators, representatives, executors, beneficiaries, successors and assigns.
- 5.3 Should any provision of this Deed be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and if such illegal or invalid part, term or provision would be valid or legal if some part of it were deleted, the part, term or provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 5.4 This Deed may be amended, revoked, changed, modified or any term waived only upon a written agreement executed by the parties.

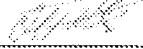
- 5.5 The failure to exercise or delay in exercising a right or remedy provided under this Deed or by law shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy provided under this Deed or by law shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.
- 5.6 This Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.
- 5.7 Any notice or other communication under or in connection with this Deed shall be in writing and shall be sent and deemed given as set forth in clause 23 of the APA.

*[Signature page follows]*

IN WITNESS WHEREOF, this agreement has been executed and delivered as a Deed the day and year first above written.

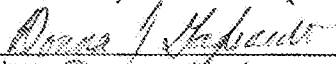
SIGNED for and on behalf of  
ASSIGNOR:

OAG AVIATION WORLDWIDE LLC

  
\_\_\_\_\_

Name: MATT FLUSE, Director

Witnessed by:

  
\_\_\_\_\_  
Name: Dorena Agliardo  
Title: Secretary

SIGNED for and on behalf of  
ASSIGNEE:

ROYAL NEWS CORP.

\_\_\_\_\_

Name: \_\_\_\_\_, Director

Witnessed by:

\_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, this agreement has been executed and delivered as a Deed the day and year first above written.

SIGNED for and on behalf of  
**ASSIGNOR:**

**OAG AVIATION WORLDWIDE LLC**

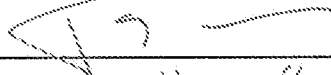
\_\_\_\_\_  
Name: \_\_\_\_\_, Director

Witnessed by:

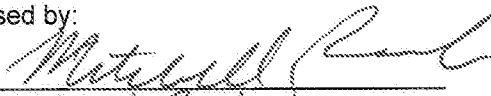
\_\_\_\_\_  
Name:  
Title:

SIGNED for and on behalf of  
**ASSIGNEE:**

**ROYAL NEWS CORP.**

  
\_\_\_\_\_  
Name: Joseph Hornblaw, Director

Witnessed by:

  
\_\_\_\_\_  
Name: Mitchell Rags  
Title:

Schedule A

TRADEMARKS

Country	Trademark	Application Number	Registration Number	Class	Registration Date	Renewal Date
US	Air Cargo World	77/012,632	3,451,843	39	24 June 2008	24 June 2018
US	Air Cargo World	77/163,318	3,443,928	16	10 June 2008	10 June 2018