

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363721

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Exchange Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fly Blade, LLC		12/22/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Fly Blade, Inc.		
Street Address:	499 E. 34th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4755690	BLADE	
Serial Number:	86435935		
CORRESPONDENCE DATA			
Fax Number:	6504936811		
<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:	650-493-9300		
Email:	trademarks@wsgr.com		
Correspondent Name:	Matthew J. Kuykendall		
Address Line 1:	Wilson Sonsini Goodrich & Rosati		
Address Line 2:	650 Page Mill Road		
Address Line 4:	Palo Alto, CALIFORNIA 94304-1050		
ATTORNEY DOCKET NUMBER:	46278.900/TM1001-2/CZ2		
NAME OF SUBMITTER:	Matthew Kuykendall		
SIGNATURE:	/matt kuykendall/		
DATE SIGNED:	11/25/2015		
Total Attachments: 17			
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REDACTED

FLY BLADE, INC.

EXCHANGE AGREEMENT

This EXCHANGE AGREEMENT (this “**Agreement**”) is made as of December 22, 2014, by and among Fly Blade, Inc., a Delaware corporation (the “**Company**”), and Rob Wiesenthal, Air Digital Media LLC, JumpTen LLC (together, the “**Founders**”), Bladerunner Heli LLC, Charming Robot LLC, Robert Balousek, Evan Licht, and Matthew Campbell (collectively and together with the Founders, the “**LLC Members**” and each individually an “**LLC Member**”).

WHEREAS, the LLC Members own and control all of the issued and outstanding Class A Membership Units and Profit Interest Units, (the “**LLC Units**”) of Fly Blade, LLC, a Delaware limited liability company (the “**LLC**”); and

WHEREAS, the Company, subject to the terms and conditions set forth herein, desires to exchange shares of the Company’s common stock, par value \$0.00001 per share (“**Common Stock**”) for all of the LLC Units of the LLC Members, and the LLC Members desire to exchange the LLC Units pursuant to the terms set forth below (the “**Exchange**”).

REDACTED

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Exchange.** Subject to the terms and conditions of this Agreement, the Company hereby exchanges each LLC Unit for shares of Common Stock as set forth on Exhibit A hereto. In addition, each LLC Member hereby transfers and assigns to the Company any and all right, title and interest the LLC Member has in the LLC or the Company’s business plan and any Intellectual Property (as defined below) provided by such LLC Member on behalf of or for the benefit of the Company or the LLC. “**Intellectual Property**” means: (i) any patents, trademarks, copyrights and mask works, registrations and applications therefor, and rights granted upon any reissue, division, continuation or continuation-in-part thereof, (ii) trade secret rights arising out of the laws of any and all jurisdictions, (iii) ideas, inventions, concepts, technology, software, methods, processes, drawings, illustrations, writings know-how, show-how, trade names, domain names, web addresses and web sites, and all rights therein and thereto, (iv) any other intellectual property rights, whether or not registrable, and (v) licenses in or to any of the foregoing. Further, each LLC Member agrees to take all actions reasonably requested by the Company to assist the Company in effecting the foregoing transfer and in establishing, perfecting, defending, enforcing and protecting the Company’s rights in any of the above transferred items, including without limitation assisting in the prosecution of any patent applications included in or based upon the Intellectual Property.

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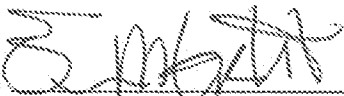
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IN WITNESS WHEREOF, the Company and each LLC Member have duly executed this Exchange Agreement as of the day and year first above written.

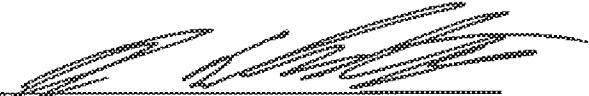
COMPANY:

FLY BLADE, INC.

By: 
Name: Evan Licht
Title: President

IN WITNESS WHEREOF, the Company and each LLC Member have duly executed this Exchange Agreement as of the day and year first above written.

LLC MEMBERS:

By: 
Name: Rob Wiesenthal

By: Air Digital Media LLC
Name: _____
Title: _____

By: JumpTen LLC
Name: _____
Title: _____

By: Bladerunner Heli LLC
Name: _____
Title: _____

By: Charming Robot LLC
Name: _____
Title: _____

By: _____
Name: Robert Balousek

By: _____
Name: Evan Licht

By: _____
Name: Matthew Campbell

IN WITNESS WHEREOF, the Company and each LLC Member have duly executed this Exchange Agreement as of the day and year first above written.

LLC MEMBERS:

By: _____
Name: Rob Wiesenthal

By: Air Digital Media LLC
Name: _____
Title: *President*

By: JumpTen LLC
Name: _____
Title: _____

By: Bladerunner Heli LLC
Name: _____
Title: _____

By: Charming Robot LLC
Name: _____
Title: _____

By: _____
Name: Robert Balousek

By: _____
Name: Evan Licht

By: _____
Name: Matthew Campbell

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LLC MEMBERS:

By: _____
Name: Rob Wiesenthal

By: Air Digital Media LLC
Name: _____
Title: _____

By: JumpTen LLC
Name: _____
Title: Member

By: Bladerunner Heli LLC
Name: _____
Title: _____

By: Charming Robot LLC
Name: _____
Title: _____

By: _____
Name: Robert Balousek

By: _____
Name: Evan Licht

By: _____
Name: Matthew Campbell


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LLC MEMBERS:

By: _____
Name: Rob Wiesenthal

By: Air Digital Media LLC
Name: _____
Title: _____

By: JumpTen LLC
Name: _____
Title: _____

By: Bladerunner Heli LLC 
Name: Ruben G. Perlmutter
Title: Manager

By: Charming Robot LLC
Name: _____
Title: _____

By: _____
Name: Robert Balousek

By: _____
Name: Evan Licht

By: _____
Name: Matthew Campbell

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LLC MEMBERS:

By: _____
Name: Rob Wiesenthal

By: Air Digital Media LLC
Name: _____
Title: _____

By: JumpTen LLC
Name: _____
Title: _____

By: Bladerunner Heli LLC
Name: _____
Title: _____

By: Charming Robot LLC
Name:  _____
Title: Partner

By: _____
Name: Robert Balousek

By: _____
Name: Evan Licht

By: _____
Name: Matthew Campbell

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LLC MEMBERS:

By: _____
Name: Rob Wiesenthal

By: Air Digital Media LLC
Name: _____
Title: _____

By: JumpTen LLC
Name: _____
Title: _____

By: Bladerunner Heli LLC
Name: _____
Title: _____

By: Charming Robot LLC
Name: _____
Title: _____

By:  _____
Name: Robert Balousek

By: _____
Name: Evan Licht

By: _____
Name: Matthew Campbell

IN WITNESS WHEREOF, the Company and each LLC Member have duly executed this Exchange Agreement as of the day and year first above written.

LLC MEMBERS:

By: _____
Name: Rob Wiesenthal

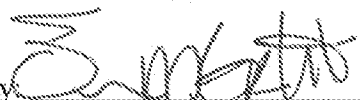
By: Air Digital Media LLC
Name: _____
Title: _____

By: JumpTen LLC
Name: _____
Title: _____

By: Bladerunner Heli LLC
Name: _____
Title: _____

By: Charming Robot LLC
Name: _____
Title: _____

By: _____
Name: Robert Balousek

By:  _____
Name: Evan Licht

By: _____
Name: Matthew Campbell

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LLC MEMBERS:

By: _____
Name: Rob Wiesenthal

By: Air Digital Media LLC
Name: _____
Title: _____

By: JumpTen LLC
Name: _____
Title: _____

By: Bladerunner Heli LLC
Name: _____
Title: _____

By: Charming Robot LLC
Name: _____
Title: _____

By: _____
Name: Robert Balousek

By: _____
Name: Evan Licht

By:  _____
Name: Matthew Campbell