

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:)	
)	Chapter 11
AIRFASTTICKETS, INC.,)	
)	Case No. 15-11951 (SHL)
Debtor.)	
)	Hearing Date: Nov. 24, 2015 at 11:00 a.m. (ET)

**SUPPLEMENTAL NOTICE OF INTENT TO ASSUME AND
ASSIGN CERTAIN NON-EXECUTORY CONTRACTS**

PLEASE TAKE NOTICE THAT:

1. On October 26, 2015, AirFastTickets, Inc. (the “**Debtor**”) filed the *Debtor’s Motion (I) for Authorization to (A) Sell Substantially All of Its Property Free and Clear of All Liens, Claims, Encumbrances, and Other Interests and (B) Assume and Assign Contracts and (II) for Approval of Procedures for Determining Cure Amounts* [D.I. 27] (the “**Sale Motion**”). Among other things, the Sale Motion seeks approval of procedures for the assumption and assignment to AirTourist, Inc. (the “**Buyer**”) of executory contracts (the “**Contracts**”) and the determination of cure obligations, if any, related thereto.

2. A hearing to consider the Sale Motion is scheduled for November 24, 2015 at 11:00 a.m., Eastern Standard Time (the “**Sale Hearing**”).

3. The Sale Motion provided that on or before fourteen (14) days prior to the Sale Hearing, the Debtor would file with the Court and serve on each counterparty a “notice of assumption” listing all executory Contracts of the Debtor related to the Property¹ that the Debtor and Buyer believe may be assumed and assigned in connection with the sale. The Debtor believes that none of the contracts to be assigned to the Buyer are executory, so accordingly, the Debtor did not initially file a notice of assumption.

4. The Debtor intends to assign to the Buyer certain invention and non-disclosure agreements and non-competition and non-solicitation agreements (the “**Non-Executory Contracts**”). Because these agreements are non-executory, a notice of assumption is not required. Nonetheless, in an abundance of caution, on November 18, 2015, the Debtor filed and served its *Notice of Intent to Assume and Assign Certain Non-Executory Contracts* [D.I. 57] (the “**First Assumption Notice**”), seeking to inform certain parties of its intent to assign certain Non-Executory Contracts to the Buyer.

¹ Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Sale Motion.

5. Since filing the First Assumption Notice, the Debtor has identified additional Non-Executory Contracts that it intends to assign to the Buyer. The Debtor is hereby delivering this notice (the “**Supplemental Assumption Notice**”) identifying the additional Non-Executory Contracts which may be assumed by the Debtor and assigned to the Buyer as part of the sales contemplated in the Sale Motion.

6. You have been identified as a party to the additional Non-Executory Contracts that the Debtor intends to assign to the Buyer. The Non-Executory Contracts with respect to which you have been identified as a non-debtor counterparty have been set forth in **Exhibit 1** attached hereto.

Dated: November 20, 2015
Wilmington, Delaware

ARENT FOX LLP

By: /s/ Aram Ordubegian

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Proposed Counsel to the Debtor

-and-

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Proposed Special Counsel to the Debtor

Exhibit 1

Counterparty	Address	Description of Non-Executory Contracts
Gerasimos A. Xenatos	245 East 19th St., Apt 12B New York, NY 10003	Invention and Non-Disclosure Agreement Non-Competition and Non-Solicitation Agreement
Scott D. Woller	613 Fourth Stree Apt. 402 Hoboken, NJ 07030	Invention and Non-Disclosure Agreement Non-Competition and Non-Solicitation Agreement
Dominic Fennell	380 Mountain Rd. Apt. 2211 Union City, NJ 07087	Invention and Non-Disclosure Agreement
Frances Antolino	110 Quail Court Yorktown Heights, NY 10598	Invention and Non-Disclosure Agreement Non-Competition and Non-Solicitation Agreement
Frank Ferro	5 Cornell CRT Tinton Falls, NJ 07724	Invention and Non-Disclosure Agreement Non-Competition and Non-Solicitation Agreement
Kristina Maximenko	30 W. 76th St. New York, NY 10023	Invention and Non-Disclosure Agreement Non-Competition and Non-Solicitation Agreement
Freya Roessner	421 W. 21 st St. Apt. 4B New York, NY 10011	Invention and Non-Disclosure Agreement Non-Competition and Non-Solicitation Agreement
Asmita Mishra	215 5th Street Jersey City, NJ 07302	Invention and Non-Disclosure Agreement Non-Competition and Non-Solicitation Agreement
Anthony Frizalone	15 Lilliam Place Farmingdale, NY 11735	Invention and Non-Disclosure Agreement Non-Competition and Non-Solicitation Agreement