

06-17-1998

Form PTO-1594  
1-31-92

MRD 6/9/98



100741480

EET  
YU.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of

Attached original documents or copy thereof.

1. Name of conveying party(ies):  
The New Piper Aircraft, Inc.  
☐ Individuals  
☐ General Partnership - ☐ Limited Partnership  
☒ Corporation - Delaware  
☐ Other \_\_\_\_\_  
Additional name(s) of conveying party(ies) attached? Yes ☒ No

3. Nature of conveyance:  
Assignment Merger  
☒ Security Agreement Change of Name  
☐ Other \_\_\_\_\_

Execution Date: May 27, 1998

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/364,634

75/364,634

Additional numbers attached X Yes No

2. Name and address of receiving party(ies):

Name: Bankers Trust Company

Internal Address: \_\_\_\_\_

Street Address: One Bankers Trust Plaza

City: New York State: NY ZIP: 10008

☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☒ Corporation - ☐ Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No  
(Designations must be a separate document from Assignment)  
Additional name(s) & address(es) attached? ☐ Yes ☐ No

Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robert Friedrich, Esq.

Internal Address: White &amp; Case

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036-2787

6. Total number of applications and registrations involved:

20

7. Total fee (37 CFR 3.41): ..... \$515.00  
☒ Enclosed  
Authorized to be charged to deposit account

8. Deposit account number:

23-1705

(Attach duplicate copy of this page if paying by deposit account)

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DO NOT USE THIS SPACE

01 FC:481  
02 FC:48240.00 DP  
475.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Meredith Schorr

Meredith Schorr  
6/8/98

Name of Person Signing

Signature

date

Total number of pages comprising cover sheet:

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks

Box Assignments

Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK  
REEL: 1741 FRAME: 0628

**SCHEDULE A**

Mark	Reg. No.	Reg. Date	Appl. No.	Appl. Date
ARCHER			75/364,634	09/29/97
ARROW			75/364,629	09/29/97
BUILDING ON EXCELLENCE	2,079,895	07/15/97		
BUILDING ON EXCELLENCE	2,072,504	06/17/97		
MALIBU	2,130,479	01/20/98		
MALIBU MERIDIAN			75/333,274	07/30/97
MALIBU MERIDIAN & Design			75/386,917	11/07/97
MALIBU MIRAGE	2,130,478	01/20/98		
PIPER	514,529	08/30/49		
PIPER			75/208,158	12/04/96
PIPER			75/238,045	02/07/97
PIPER			75/461,623	04/03/98
PIPER & Design	2,079,900	07/15/97		
PIPER & Design	2,079,901	07/15/97		
PIPER CUB & Design			75/233,089	01/29/97
SARATOGA II HP			75/364,628	09/29/97
SEMINOLE			75/364,568	09/29/97
SENECA			75/364,627	09/29/97
STEP-UP PROGRAM & Design			75/397,548	12/01/97
WARRIOR			75/364,447	09/29/97

60' x 30' ON CT-11 06 77 100

TRADEMARK  
REEL 1741 FRAME: 0629

ASSIGNMENT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, THE NEW PIPER AIRCRAFT, INC. a Delaware corporation ("the Assignor") with principal offices at 2926 Piper Drive Vero Beach, FL 32960, hereby assigns and grants to Bankers Trust Company, as Collateral Agent, with principal offices at One Bankers Trust Plaza, New York, New York 10006 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto; (ii) all proceeds (as such term is defined in the Security Agreement referred to below) of any kind relating to the Marks and/or the goodwill under the Marks; (iii) the goodwill of the businesses symbolized by the Marks, and, (iv) all claims or causes of action arising prior to or after the date hereof for unfair competition or infringement of any of the Marks.

This Assignment is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of May 27, 1998 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by

reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 27th day of May, 1998.

THE NEW PIPER AIRCRAFT, INC., Assignor

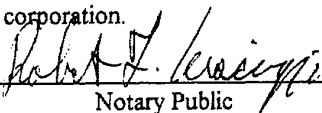
By: Paul A. Newman  
Name: Paul A. Newman  
Title: Vice President

BANKERS TRUST COMPANY, as Collateral  
Agent, Assignee

By: J. Andrew Kello  
Title: Vice President

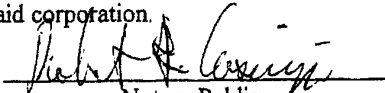
STATE OF NEW YORK     )  
                                  ) ss.:  
COUNTY OF NEW YORK    )

On this 27th day of May, 1998, before me personally came Paul Newman who, being by me duly sworn, did state as follows: that he is Vice President of The New Piper Aircraft, Inc., that he is authorized to execute the foregoing Assignment on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

  
\_\_\_\_\_  
Notary Public  
ROBERT E. CASSICIORIZZO  
No. 46174  
Notary Public, State of New York  
Qualified in New York Co.  
Commission Expires 8/31/99

STATE OF NEW YORK     )  
                                  ) ss.:  
COUNTY OF NEW YORK    )

On this 27th day of May, 1998, before me personally came Andrew Keith who, being by me duly sworn, did state as follows: that he is Vice President of Bankers Trust Company that he is authorized to execute the foregoing Assignment on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

  
\_\_\_\_\_  
Notary Public

ROBERT F. CASCIORIZZO  
Notary Public, State of New York  
Qualified in New York Co.  
Commission Expires 1999