

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BABSON CAPITAL CORPORATE INVESTORS	FORMERLY MASSMUTUAL CORPORATE INVESTORS	08/27/2012	CORPORATION:
BABSON CAPITAL PARTICIPATION INVESTORS	FORMERLY MASSMUTUAL PARTICIPATION INVESTORS	08/27/2012	CORPORATION:
TOWER SQUARE CAPITAL PARTNERS II, L.P.		08/27/2012	LIMITED PARTNERSHIP:
TOWER SQUARE CAPITAL PARTNERS II-A, L.P.		08/27/2012	LIMITED PARTNERSHIP:
TOWER SQUARE CAPITAL PARTNERS II-B, L.P.		08/27/2012	LIMITED PARTNERSHIP:

RECEIVING PARTY DATA

Name:	AERO-METRIC, INC.
Street Address:	4020 Technology Parkway
City:	Sheboygan
State/Country:	WISCONSIN
Postal Code:	53083
Entity Type:	CORPORATION: WISCONSIN

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1509026	DAT/EM
Registration Number:	3344199	AERO-METRIC
Registration Number:	3492738	AIR SURVEY
Registration Number:	3472329	WALKER AND ASSOCIATES
Registration Number:	3247420	MARKHURD
Registration Number:	3247421	AEROMAP U.S.

CORRESPONDENCE DATA

Fax Number: 2147581550

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2147581500

Email: shernandez@pattonboggs.com

Correspondent Name: Brian D. Owens

Address Line 1: 2000 McKinney Avenue, Suite 1700

Address Line 2: Patton Boggs LLP

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	028252.0108
NAME OF SUBMITTER:	Brian D. Owens
Signature:	/Brian D. Owens/
Date:	08/28/2012

Total Attachments: 5

source=29.B. Release of Trademarks#page1.tif

source=29.B. Release of Trademarks#page2.tif

source=29.B. Release of Trademarks#page3.tif

source=29.B. Release of Trademarks#page4.tif

source=29.B. Release of Trademarks#page5.tif

RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of August 27, 2012 by BABSON CAPITAL CORPORATE INVESTORS (f/k/a MASSMUTUAL CORPORATE INVESTORS) (“*MMCI*”), BABSON CAPITAL PARTICIPATION INVESTORS (f/k/a MASSMUTUAL PARTICIPATION INVESTORS) (“*MMPI*”), TOWER SQUARE CAPITAL PARTNERS II, L.P. (“*Tower Square*”), TOWER SQUARE CAPITAL PARTNERS II-A, L.P. (“*Tower Square II-A*”), and TOWER SQUARE CAPITAL PARTNERS II-B, L.P. (“*Tower Square II-B*”), (MMCI, MMPI, Tower Square, Tower Square II-A, and Tower Square II-B, collectively referred to as the “*Secured Parties*”).

WHEREAS, Secured Parties and AERO-METRIC, INC., a Wisconsin corporation (“*Grantor*”), entered into that certain Notice of Grant of Security Interest in Trademarks, dated as of March 9, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the “*Trademark Security Agreement*”);

WHEREAS, the Trademark Security Agreement granted Secured Parties a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications (“*Trademarks*”), including, without limitation, the Trademarks listed on Schedule I attached hereto as security for certain obligations to Secured Parties (the “*Obligations*”);

WHEREAS, Secured Parties recorded the Trademark Security Agreement on March 14, 2007 at Reel 3499, Frame 0141 in the United States Patent and Trademark Office;

WHEREAS, in connection with the Trademark Security Agreement, Secured Parties recorded the Corrective Assignment to correct the typographical errors in names of three of five Secured Parties under the Trademark Security Agreement on March 28, 2007 at Reel 3509, Frame 0019 in the United States Patent and Trademark Office; and

WHEREAS, Grantor has satisfied all of the Obligations and has requested that Secured Parties release their security interests in the Trademarks and other collateral under the Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Parties hereby agree as follows:

Each Secured Party hereby fully releases and terminates such Secured Party’s right, title and interests in and liens on the Trademarks, Trademark Collateral (as defined in the Trademark Security Agreement), and the following:

(a) all of Grantor’s now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or

payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Grantor's business connected with or symbolized by Trademarks;

(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement of the Trademarks or of any license with respect thereto; and

(d) any other collateral or assets in which a lien or security interest is granted pursuant to the Trademark Security Agreement.

Each Secured Party further agrees, at the sole cost and expense of Grantor, to perform all acts reasonably requested by Grantor or CapitalSource Bank, as agent for certain lenders to Grantor, to effectuate the release and termination of the Secured Parties' security interests and liens in the Trademarks, Trademark Collateral and other property described above. This Release shall be binding upon the Secured Parties and shall inure to the benefit of Grantor and CapitalSource Bank and their respective successors and assigns. This Release may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement. This Release may be signed by facsimile signature or other electronic delivery of an image file reflecting the execution hereof. THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND, IF APPLICABLE, THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA.

[Signature pages follow]

IN WITNESS WHEREOF, Secured Parties have caused this Release of Trademarks to be duly executed as of the day and year first above written.

SECURED PARTIES:

**BABSON CAPITAL CORPORATE INVESTORS
(F/K/A MASSMUTUAL CORPORATE INVESTORS)**

By: Christina Emery
Name: Christina Emery
Title: Investment Officer

**BABSON CAPITAL PARTICIPATION INVESTORS
(F/K/A MASSMUTUAL PARTICIPATION
INVESTORS)**

By: Christina Emery
Name: Christina Emery
Title: Investment Officer

TOWER SQUARE CAPITAL PARTNERS II, L.P.

**By: Babson Capital Management LLC,
as Investment Manager**

By: Christina Emery
Name: Christina Emery
Title: Managing Director

TOWER SQUARE CAPITAL PARTNERS II-A, L.P.

**By: Babson Capital Management LLC,
as Investment Manager**

By: Christina Emery
Name: Christina Emery
Title: Managing Director

TOWER SQUARE CAPITAL PARTNERS II-B, L.P.

**By: Babson Capital Management LLC,
as Investment Manager**

By: Christina Emery
Name: Christina Emery
Title: Managing Director

Schedule I to Release of Trademarks

OWNER	REGISTRATION NUMBER	NAME
AERO-METRIC, INC.	1509026	DAT/EM
AERO-METRIC, INC.	3344199	AERO-METRIC
AERO-METRIC, INC.	3492738	AIR SURVEY
AERO-METRIC, INC.	3472329	WALKER AND ASSOCIATES
AERO-METRIC, INC.	3247420	MARKHURD
AERO-METRIC, INC.	3247421	AEROMAP U.S.