

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GKN Aerospace Chem-Tronics, Inc., dba ASTECH Engineered Products		05/31/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	Jered LLC
Street Address:	3000 Sidney Lanier Drive
City:	Brunswick
State/Country:	GEORGIA
Postal Code:	31523
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1235684	NAVTRUSS

CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	310-945-8399
Email:	tjaye@jayelaw.com
Correspondent Name:	T. Anthony Jaye
Address Line 1:	680 Mission Street, Suite 35-T
Address Line 4:	San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	JERED LLC
NAME OF SUBMITTER:	T. Anthony Jaye
Signature:	/T. Anthony Jaye/

OP \$40.00 1235684

Date:

07/16/2013

Total Attachments: 4

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY is made and entered into this 31st day of May, 2013, by and between GKN Aerospace Chem-Tronics, Inc., d.b.a ASTECH Engineered Products, a California corporation ("Assignor"); and Jared LLC, a Delaware limited liability company ("Assignee").

INTRODUCTION

A. Assignor is the owner of certain intellectual property that partially comprises the Purchased Assets, as each term is defined in that certain Asset Purchase Agreement between Assignor and Assignee, dated May 31, 2013 (the "Asset Purchase Agreement"), and as specifically described on Schedule 1 attached hereto (collectively, the "Intellectual Property").

B. In connection with the Asset Purchase Agreement, Assignor desires to assign its entire right, title and interest in and to the Intellectual Property, and Assignee desires to acquire the entire right, title and interest in and to the Intellectual Property.

ASSIGNMENT AND AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to mutually bound, agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee, and Assignee hereby accepts, the entire right, title and interest in and to the Intellectual Property including all rights to recover for past and present infringements and all rights corresponding thereto throughout the world with respect to the foregoing assets; the same to be held and enjoyed by Assignee for its own use and on its own behalf, and for its successors, assigns and designees, as fully and entirely as the same would have been held by Assignor had this Assignment and sale not been made, for the United States and all foreign countries.

2. Protection and Enforcement. Assignor irrevocably designates and appoints Assignee as its agent and attorney-in-fact, to act for and in its behalf and stead to execute, register and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution and issuance of intellectual property rights associated with the Intellectual Property with the same legal force and effect as if executed by Assignor, as applicable. Assignor shall do all acts reasonably necessary to promptly assist Assignee in obtaining, transferring and/or assigning the Intellectual Property, including without limitation, executing such documents as Assignee may reasonably request. To the extent any court, administrative tribunal or agency with appropriate jurisdiction determines any of the rights granted hereunder may be inalienable or invalid, Assignor shall agree not to exercise such rights, and to grant to Assignee the exclusive, perpetual, irrevocable, worldwide, transferable, assignable, sub-licensable and royalty free right to exercise all intellectual property rights in the Intellectual Property without any obligation of attribution, royalty, fee or consent. Assignor represents and warrants that it will not take any action that jeopardizes Assignee's intellectual property rights or acquire any rights in the Intellectual Property.

3. Miscellaneous. This Assignment of Intellectual Property shall be binding upon the parties hereto and their successors and assigns. This Assignment of Intellectual Property will be governed by and construed under the laws of the State of Delaware. The provisions of this Assignment of Intellectual Property are severable. If any provision of this Assignment of Intellectual Property is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will

in no way be affected or impaired thereby. The parties agree that the Introduction contained herein is specifically incorporated into the Assignment of Intellectual Property by this reference. The undersigned further agree to cause any and all entities or otherwise, which are directly or indirectly controlled or influenced by the undersigned, to transfer the Intellectual Property.

The parties have signed this Assignment of Intellectual Property as of May 31, 2013.

ASSIGNOR:

GKN AEROSPACE CHEM-TRONICS, INC.,
a California corporation

By: [Signature]

Printed Name: GEORGE BLOOM

Title: MANAGER, COMMERCIAL & PROGRAMS

STATE OF _____)

COUNTY OF _____) ss

This instrument was acknowledged before me on the 31st day of May, 2013, by _____ who personally acknowledged that he/she is duly authorized to execute the foregoing Assignment of Intellectual Property and has done so as his/her free act and deed.

[Signature]
Notary Public

ACKNOWLEDGED AND AGREED TO BY:

ASSIGNEE:

JERED LLC,
a Delaware limited liability company

By: [Signature]

Printed Name: JAN W HALEY

Title: PRESIDENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

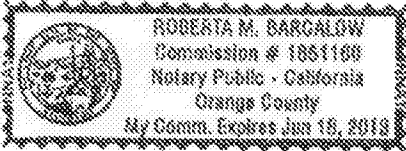
State of California

County of Orange

On May 31, 2013 before me, Roberta M. Barcalow, Notary Public

personally appeared George Edward Brooks

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Roberta M. Barcalow

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulently removal and attachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signor(s)

Signer's Name: _____

- Individual
- Corporate Officer --- Title(s): _____
- Partner --- Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer --- Title(s): _____
- Partner --- Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

SCHEDULE 1

Description of Intellectual Property

The Intellectual Properties being transferred as part of this Agreement are:

- NAVTRUSS® Trademark, Registration No. 1235684, Registration Date - April 26, 1983, Issued in the United States. The foregoing Trademark shall include any and all goodwill symbolized such Trademark. Subject to the conditions described in Article 7.3
- Manufacturing planning and other works which are required or support the fabrication of the DDG Helicopter Hanger Door program
- Any drawings related to the Tangible Purchased Assets being transferred
- Any manufacturing Know-How regarding operation of the Tangible Purchased Assets which is imparted through training of Purchaser by Seller and shop floor routers; for the avoidance of doubt, no other know how shall be transferred unless otherwise agreed in writing.

Excluded Intellectual Property

Any intellectual property of any nature owned by Seller relating to the manufacture of honeycomb panel and resistance welded technology is excluded from this Agreement unless it is defined in the drawings set out above or forms part of the transferred Know How.

