

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
Aerosat Avionics LLC		10/01/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Astronics AS Corporation		
Street Address:	130 Commerce Way		
City:	East Aurora		
State/Country:	NEW YORK		
Postal Code:	14052		
Entity Type:	CORPORATION: NEW HAMPSHIRE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3044748	AEROSAT	
CORRESPONDENCE DATA			
Fax Number:	7168490349		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	716.856.4000		
Email:	ddovi@hodgsonruss.com		
Correspondent Name:	Hodgson Russ LLP c/o Daniel F. Dovi		
Address Line 1:	The Guaranty Building		
Address Line 2:	140 Pearl Street, Suite 100		
Address Line 4:	Buffalo, NEW YORK 14202		
ATTORNEY DOCKET NUMBER:	032461.00095		
NAME OF SUBMITTER:	Daniel F. Dovi		
Signature:	/Daniel F. Dovi/		

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 REEL: 005130 FRAME: 0914

Date:

10/15/2013

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is effective as of October 1, 2013 (the "Effective Date") and is by and between **AEROSAT AVIONICS LLC**, a Delaware limited liability company having an office at 62 Route 101-A, Amherst, New Hampshire 03031 (the "Seller"), and **ASTRONICS AS CORPORATION**, a New Hampshire corporation having an office at 130 Commerce Way, East Aurora, New York 14052 (the "Buyer").

RECITALS

WHEREAS, Seller is using, and is the sole and exclusive owner of the trademarks and service marks of Seller (the "Marks"), including without limitation the applications and registrations listed in Exhibit A attached hereto and made a part hereof, including all of the goodwill associated with and symbolized by the Marks on or connected to the associated goods produced and services heretofore offered by Seller (all of the above collectively referred to as "Trademark Property"); and

WHEREAS, Seller desires to assign and Buyer desires to acquire all right, title, and interest in and to the Trademark Property worldwide in furtherance of an Asset Purchase Agreement, dated as of October 1, 2013 by and among Seller, Buyer, AeroSat Corporation, AeroSat Tech Licensing LLC and AeroSat Airborne Internet LLC (the "Purchase Agreement").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Seller hereby assigns, transfers, conveys and delivers to Buyer all of Seller's right, title, and interest in and to the Trademark Property, including without limitation all rights of renewal and extensions of the Marks, all common-law rights related to the Marks, and all causes of action and rights of recovery for infringement, dilutions, and violations of the foregoing prior to the Effective Date, on a worldwide basis.
2. As of the Effective Date, Buyer and its successors and assigns shall hold and enjoy the entire right, title, and interest in and to the Trademark Property worldwide as fully and exclusively as it would have been held and enjoyed by Seller had this Assignment not been made.
3. Seller shall, without additional consideration, take such further actions, and execute promptly such further documents, as Buyer may reasonably request from time to time to effect, record, and complete the Assignment herein, including without limitation any action or documents that may be necessary to protect, secure, and vest good and marketable title to the Trademark Property in Buyer.
4. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and, when taken together, shall constitute one and the same agreement. Electronic signatures shall be deemed the same as original signatures.

TRADEMARK ASSIGNMENT


5. This Agreement is understood and agreed to be subject to all the terms and conditions set forth in the Purchase Agreement.

[SIGNATURE PAGE FOLLOWS]

TRADEMARK ASSIGNMENT

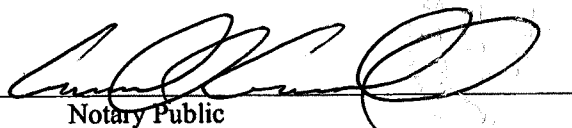
IN WITNESS WHEREOF, Seller and Buyer, by their duly authorized officers, do hereby execute and deliver this Assignment as of October 1, 2013.

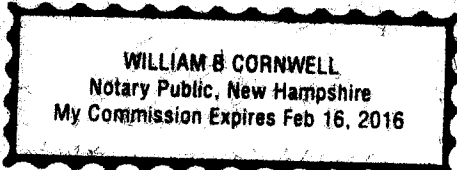
AEROSAT AVIONICS LLC

By: 
Name: Dennis Ferguson
Title: Authorized Representative

STATE OF *NEW HAMPSHIRE*)
:SS
COUNTY OF *HILLSBOROUGH*)

On the 28th day of SEPTEMBER, in the year 2013, before me, the undersigned, personally appeared Dennis Ferguson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individuals(s) acted, executed the instrument.


Notary Public

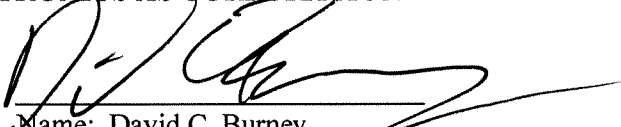


[Seller signature page to Trademark Assignment]

TRADEMARK ASSIGNMENT

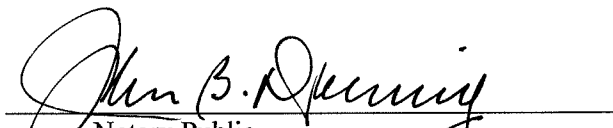
ACKNOWLEDGEMENT: Buyer hereby acknowledges and accepts the assignment made herein.

ASTRONICS AS CORPORATION

By: 
Name: David C. Burney
Title: Secretary and Treasurer

STATE OF NEW YORK)
 :SS
COUNTY OF ERIE)

On the 27 day of September, in the year 2013, before me, the undersigned, personally appeared David C. Burney, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individuals(s) acted, executed the instrument.


Notary Public

JOHN B. DRENNING
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 9/30/13

[Buyer signature page to Trademark Assignment]

EXHIBIT A – Trademark and Trademark Applications

Name	Status	Owner	Country	Class	Application Filing Date	Application Number	Registration Number
AEROSAT	Registered	Aerosat Avionics, LLC	U.S.A.	9	Apr-30-04	78/411,589	3,044,748
AEROSAT	Registered	AeroSat Avionics, LLC	Taiwan	9	07-Dec-2007	096057689	01323497
AEROSAT	Pending	AeroSat Avionics	South Africa	9	11-Jul-2007	2007/15122	--
AEROSAT	Registered	AeroSat Avionics, LLC	E.U.	9; 38; 42	05-Sep-2008	7216476	7216476