

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
ARINC Incorporated		12/23/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SAE Industry Technologies Consortia Inc.		
Street Address:	400 Commonwealth Drive		
City:	Warrendale		
State/Country:	PENNSYLVANIA		
Postal Code:	15096		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	72424265	AERO LINE	
Serial Number:	72424264	PLANE TALK	
CORRESPONDENCE DATA			
Fax Number:	4122090672		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(412) 297-4900		
Email:	iptrademark@cohenlaw.com		
Correspondent Name:	Noland J. Cheung, Cohen & Grigsby, P.C.		
Address Line 1:	625 Liberty Avenue		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222-3152		
ATTORNEY DOCKET NUMBER:	6671.1434 (ASSIGN)		
NAME OF SUBMITTER:	Noland J. Cheung		
Signature:	/Noland J. Cheung/		

Date:

01/03/2014

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Assignment"), dated as of December 23, 2013, between ARINC Incorporated, a corporation organized under the laws of Delaware ("Assignor"), and SAE Industry Technologies Consortia Incorporated, a corporation organized under the laws of Pennsylvania ("Assignee"). Capitalized terms used herein without definition shall have the meanings ascribed thereto in Purchase Agreement, defined below.

WHEREAS, Assignor and Assignee are parties to a certain Purchase Agreement, relating to a facet of Licensor's business (the "Business"), dated as of December 16, 2013 (the "Purchase Agreement"), pursuant to which, among other things, Assignee agreed to cause Assignor to sell, and Assignee to purchase, certain business assets of Assignor;

WHEREAS, it is a condition to the closing of the Purchase Agreement that Assignor enters into this Assignment to transfer to Assignee certain intellectual property related to the Business (the "Assigned IP");

WHEREAS, Assignee desires to purchase or acquire all Assignor's right, title and interest in and to the Assigned IP; and

WHEREAS, Assignee is the Assignor's successor with respect to the Business, to which

Business the trademarks of the Assigned IP pertain, and the Business is ongoing and existing.

NOW, THEREFORE, in consideration of, among other things, the payment by Assignee of the purchase price agreed in the Purchase Agreement, and in further consideration of the mutual covenants and agreements contained in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

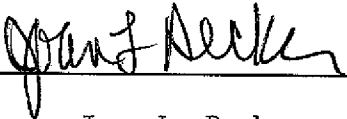
1. Assignment of Trademarks. Effective as of December 23, 2013, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the registered and unregistered trademarks set forth in Exhibits A & B attached hereto, (ii) the registrations and applications for registrations thereof and (iii) the goodwill of the business connected with the use thereof and symbolized thereby (the "Assigned Trademarks").
2. Assignment of Domain Name. Effective as of December 23, 2013, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the domain name and registration therefor set forth in Exhibit C attached hereto (the "Assigned Domain Name").
4. Transfer of Intangible Assets. Effective as of December 23, 2003, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the goodwill and all other intangible assets currently used exclusively in connection with the Business, including, without limitation, if and to the extent in existence, any and all trade secrets, inventions, designs, copyrights, non-registered trademarks and other intellectual property, know-how, manufacturing methods and processes (the "Assigned Intangible Assets").
5. Relationship with the Purchase Agreement. This Assignment is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement. This Assignment is made without representation or warranty except as provided in and by the Purchase Agreement. This Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit or qualify any provision of the Purchase Agreement, except that the Schedules attached to this Assignment shall take precedence over the schedules to the Purchase Agreement for purposes of this Assignment.

6. Further Assurances. The parties hereby reciprocally acknowledge that a certain number of Assigned Trademarks, the Assigned Domain Name and Assigned Intangible Assets were not duly endorsed in favor of Assignor following the relevant purchase or acquisition by, or transfer or assignment to, the same. Assignor hereby undertakes to give to Assignee all assistance reasonably necessary to the end of finalizing endorsements contemplated by this Assignment in favor of Assignee even, where necessary, by appointing an attorney-in-fact duly empowered to carry out all the actions necessary for such purpose.
7. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
8. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark and patent issues, and (ii) in all other respects, including as to validity (except for patent and trademark issues), interpretation and effect, by the laws of the State of Iowa without giving effect to the conflict of laws rules thereof.
9. Dispute Resolution. Any dispute as to the rights assigned pursuant to this Assignment shall be resolved in accordance with the arbitration procedures set forth in the Purchase Agreement.

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR: ARINC Incorporated

ASSIGNEE: SAE Industry Technologies
Consortia Incorporated

By: 

By: _____

Print Name: Joan L. Decker

Print Name: _____

Vice President, Controller &

Title: Assistant Secretary

Title: _____


[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR: ARINC Incorporated

ASSIGNEE: SAE Industry Technologies
Consortia Incorporated

By: _____

By:  _____

Print Name: _____

Print Name: DAVID L. SCHUTT

Title: _____

Title: PRESIDENT ; CEO

[Signature Page to Intellectual Property Assignment Agreement]

Exhibit A

Registered Marks

TRADEMARK	REGISTRATION NUMBER	COUNTRY	CLASS OF GOODS/SERVICES
AERO LINE	72424265	UNITED STATES	16
PLANE TALK	72424264	UNITED STATES	16

Exhibit B

Unregistered Marks

1. AEEC
2. AMC
3. FSEMC

Exhibit C

Domain Names

www.aviation.ia.com