

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300473

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EADS North America, Inc.		02/28/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ASTRONICS TEST SYSTEMS INC.		
Street Address:	4 GOODYEAR STREET		
City:	IRVINE		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2530348	ACTIVATE	
Registration Number:	2482992	ADAPT-A-SWITCH	
Registration Number:	3323933	FREEDOM	
Registration Number:	3494165	N-GEN	
Registration Number:	3134140	CIRCUITRAPTOR	
Registration Number:	3221825	ISOLATE	
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:	972-658-5202		
Email:	phpatents@aol.com		
Correspondent Name:	Pedro Hernandez		
Address Line 1:	251 Valencia Ave. #0759		
Address Line 4:	Coral Gables, FLORIDA 33134		
NAME OF SUBMITTER:	Pedro Hernandez		
SIGNATURE:	/Pedro Hernandez/		
DATE SIGNED:	04/06/2014		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**Assignment**”), dated February 28, 2014, is by and between EADS NORTH AMERICA, INC., a Delaware corporation (“**Seller**”), and ASTRONICS TEST SYSTEMS INC., a Delaware corporation (“**Buyer**”, and collectively with Seller, the “**Parties**”).

The Parties wish to confirm and memorialize their agreement with respect to the assignment and transfer of the Intellectual Property Assets from Seller to Buyer, and hereby agree as follows:

(A) Seller and Buyer (as assignee of Astronics Corporation) have heretofore entered into that certain Asset Purchase Agreement, dated January 20, 2014 (as may be amended, the “**Purchase Agreement**”).

(B) Seller, pursuant to the Purchase Agreement, has agreed to sell, assign, transfer, convey and deliver to Buyer, and Buyer has agreed to purchase from Seller all of Seller’s right, title and interest in and to the Purchased Assets, including the Intellectual Property Assets, including those set forth in the patent and trademark schedules attached hereto as Schedules 1 and 2, respectively.

(C) Concurrently with the execution and delivery of this Assignment, the Parties are memorializing and consummating the sale, assignment, transfer, conveyance and delivery of the Intellectual Property Assets, including those set forth in the patent and trademark schedules attached hereto as Schedules 1 and 2, respectively, from Seller to Buyer as contemplated by the Purchase Agreement.

(D) This Assignment shall be subject to the Purchase Agreement and, except for any terms specifically defined in this Assignment, the capitalized terms used in this Assignment shall have the same meanings assigned to them in the Purchase Agreement. If there are any conflicts with this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall strictly govern.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, its successors and assigns, Seller’s entire right, title and interest in and to the Intellectual Property Assets, including those set forth in the patent and trademark schedules attached hereto as Schedules 1 and 2, respectively, and without limitation, the goodwill of the Business in connection with which the trademarks are and have been used; all right, title and interest in and to the patents, patent applications, and inventions, and any and all divisions, continuations, reexaminations and reissues thereof, along with the right to recover for damages and profits for past and future infringements and misappropriations of any part of the Intellectual Property Assets, and the right to sue for and recover the same throughout the world in the name of Buyer, its successors or assigns, except as set forth herein.

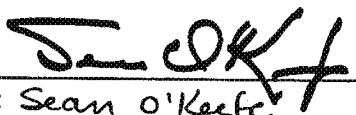
This Assignment shall inure to the benefit of, and be binding upon the Parties, their successors, executors, administrators, legal representatives and assigns of the Parties. The Parties further agree and confirm that the present Assignment may be made of record in the United States Patent and Trademark Office, and other offices, domestic and foreign, as appropriate and desired by Buyer.

Seller is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Purchase Agreement, including Section 3.02(a)(iii).

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the date stated in the introductory paragraph of this Assignment.

SELLER:

EADS NORTH AMERICA, INC.
a Delaware corporation

By: 
Name: Sean O'Keefe
Title: CEO

BUYER:

ASTRONICS TEST SYSTEMS INC.
a Delaware corporation

By: _____
Name:
Title:

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 005252 FRAME: 0304

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the date stated in the introductory paragraph of this Assignment.

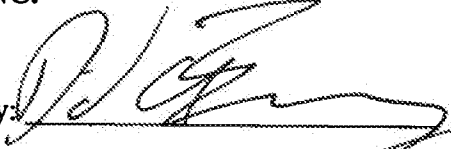
EADS NORTH AMERICA, INC.

By: _____

Name: _____

Title: _____

**ASTRONICS TEST SYSTEMS
INC.**

By:  _____

Name: David C. Burney

Title: Vice President & Treasurer

Schedule 1

Patents

Title	Registration No.	Registration Date
Amplifier and method for linearizing same	8,405,455	March 26, 2013
Evaporator	7,661,276	February 16, 2010
Modular liquid cooled burn in system	7,868,633	January 11, 2011
Sequencer and test system including the sequencer	8,103,912	January 24, 2012
Switch matrix	7,570,132	August 4, 2009
Switch matrix	8,169,296	May 1, 2012
Thermal interface device	8,217,512	July 10, 2012
Thermal system	8,051,675	November 8, 2011
Trigger router and test system including the trigger router	8,370,537	February 5, 2013

Schedule 2

Trademarks

Trademark	Country	Registration No.	Registration Date
ActivATE	USA	2530348	1/15/2002
ADAPT-A-SWITCH	USA	2482992	8/28/2001
CIRCUITRAPTOR	USA	3134140	8/22/2006
FREEDOM	USA	3323933	10/30/2007
ISOLATE	USA	3221825	3/27/2007
N-GEN	USA	3494165	8/26/2008
PAWS	USA	1520625	1/17/1989
TESTBASE	USA	2486620	9/11/2001
PAWS	Italy	1,310,866	3/23/1990
PAWS	Japan	2,389,470	[unavailable]
TYX	USA	1701465	7/21/1992