

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM300954

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EADS North America, Inc.		02/28/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ASTRONICS TEST SYSTEMS INC.		
<b>Street Address:</b>	4 GOODYEAR STREET		
<b>City:</b>	IRVINE		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92618		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1520625	PAWS	
<b>Registration Number:</b>	2486620	TESTBASE	
<b>Registration Number:</b>	1701465	TYX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	9726585202		
<b>Email:</b>	phpatents@aol.com		
<b>Correspondent Name:</b>	Pedro Hernandez		
<b>Address Line 1:</b>	251 Valencia Ave. #0759		
<b>Address Line 4:</b>	Coral Gables, FLORIDA 33134		
<b>NAME OF SUBMITTER:</b>	Pedro Hernandez		
<b>SIGNATURE:</b>	/Pedro Hernandez/		
<b>DATE SIGNED:</b>	04/09/2014		
<b>Total Attachments: 6</b>			
source=IPAssignmentExhibit_C_-_IP#page1.tif			
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<b>TRADEMARK</b>			

OP \$90.00 1520625



## 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.

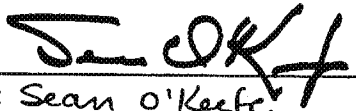
This Assignment shall inure to the benefit of, and be binding upon the Parties, their successors, executors, administrators, legal representatives and assigns of the Parties. The Parties further agree and confirm that the present Assignment may be made of record in the United States Patent and Trademark 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: \_\_\_\_\_

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

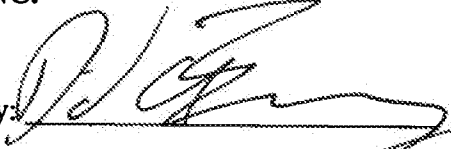
**EADS NORTH AMERICA, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASTRONICS TEST SYSTEMS  
INC.**

By:  \_\_\_\_\_

Name: David C. Burney

Title: Vice President & Treasurer

**Schedule 1****Patents**

<b>Title</b>	<b>Registration No.</b>	<b>Registration Date</b>
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**

<b>Trademark</b>	<b>Country</b>	<b>Registration No.</b>	<b>Registration Date</b>
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