

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM308087

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROYAL BANK OF CANADA		06/19/2014	Bank: CANADA
RECEIVING PARTY DATA			
Name:	LMI AEROSPACE, INC.		
Street Address:	411 Fountain Lakes Boulevard		
City:	St. Charles		
State/Country:	MISSOURI		
Postal Code:	63301		
Entity Type:	CORPORATION: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3984172	D3 TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212.318.6824		
Email:	christinedionne@paulhastings.com		
Correspondent Name:	Christine Dionne c/o Paul Hastings LLP		
Address Line 1:	75 East 55th Street		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	78436.00079 (RELEASE)		
NAME OF SUBMITTER:	Christine Dionne		
SIGNATURE:	/Christine Dionne/		
DATE SIGNED:	06/19/2014		
Total Attachments: 8			
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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this “Release”) is dated as of June 19, 2014 by ROYAL BANK OF CANADA, in its capacity as administrative agent for the Lenders (together with any successors and permitted assigns thereto in such capacity, the “Administrative Agent”), in favor of LMI AEROSPACE, INC. (the “Borrower”) and certain of its subsidiaries (together with the Borrower, the “Grantors”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (as defined below).

WHEREAS, the Grantors and the Administrative Agent entered into that certain Intellectual Property Security Agreement, dated as of December 28, 2012 (the “Security Agreement”), pursuant to which the Grantors executed and delivered to the Administrative Agent that certain Short Form Intellectual Property Security Agreement, dated as of December 28, 2012 (the “Short Form IPSA”), for recordation with the United States Patent and Trademark Office and the United States Copyright Office;

WHEREAS, with respect to the Patents, the Short Form IPSA was recorded with the United States Patent and Trademark Office on January 10, 2013 in Reel 029593, Frame 0434;

WHEREAS, with respect to the Trademarks, the Short Form IPSA was recorded with the United States Patent and Trademark Office on January 10, 2013 in Reel 4938, Frame 0873;

WHEREAS, pursuant to the terms and conditions of the Security Agreement and the Short Form IPSA, the Grantors granted to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under the Trademarks, Patents and Copyrights (collectively, the “Intellectual Property”); and

WHEREAS, the Administrative Agent desires to terminate and release the Security Interest in the Intellectual Property.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby agrees as follows:

The term “Trademarks,” as used herein, shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now owned or hereafter used, adopted or acquired, and all registrations and applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I and (b) all goodwill associated therewith or symbolized thereby.

The term “Patents,” as used herein, shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or the equivalent thereof in any other country, all registrations thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations and pending applications in the United States Patent and Trademark Office or any similar offices in any other

country including those listed on Schedule II, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

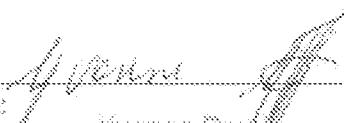
The term "Copyrights," as used herein, shall mean all of the following now owned or hereafter acquired by any Grantor (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations in the United States Copyright Office, including those listed on Schedule III.

The Administrative Agent, on behalf of the Secured Parties, hereby terminates, releases and forever discharges the Security Interest in the Intellectual Property, and retransfers and reassigns to the Grantor any right, title or interest of the Administrative Agent in, to or under the Intellectual Property.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

ROYAL BANK OF CANADA

By: 
Name: _____
Title: _____ Yvonne Brazier
Manager, Agency

SCHEDULE I

TRADEMARKS

<u>Grantor</u>	<u>Mark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Effective Date</u>	<u>Country</u>
D3 Technologies Inc.	"D3 TECHNOLOGIES"	85/072,041	3984172	6/28/2011	United States

SCHEDULE II

PATENTS

<u>Grantor</u>	<u>Registered Owner</u>	<u>Type</u>	<u>Registration / Application Number</u>	<u>Country Designation</u>
TASS, Inc.	TASS, Inc.	Patent Application	13/039,308	United States

SCHEDULE III**COPYRIGHTS**

<u>Grantor</u>	<u>Registered Owner</u>	<u>Title</u>	<u>Registration/Serial Number</u>
Valent Aerostructures – St. Louis, LLC	Polster Tool Engineering, Inc. and Polster CAD/CAM Services	Advanced manufacturing unigraphics: version 13.0	TX0004764999
Valent Aerostructures – St. Louis, LLC	Polster Tool Engineering, Inc. and Polster CAD/CAM Services	Advanced Solids	TX0004760507
Valent Aerostructures – St. Louis, LLC	Polster Tool Engineering, Inc. and Polster CAD/CAM Services	Assemblies/advanced assemblies	TX0004760504
Valent Aerostructures – St. Louis, LLC	Polster Tool Engineering, Inc. and Polster CAD/CAM Services	Assemblies Unigraphics: version 13.0	TX0004760509
Valent Aerostructures – St. Louis, LLC	Polster Tool Engineering, Inc. and Polster CAD/CAM Services	Drafting	TX0004760506
Valent Aerostructures – St. Louis, LLC	Polster Tool Engineering, Inc. and Polster CAD/CAM Services	GRIP Fundamentals Unigraphics: version 13.0	TX0004760510
Valent Aerostructures – St. Louis, LLC	Polster Tool Engineering, Inc. and Polster CAD/CAM Services	GRIP syntax guide: version 13.0	TX0004761288
Valent Aerostructures – St. Louis, LLC	Polster Tool Engineering, Inc. and Polster CAD/CAM Services	Manufacturing Fundamentals Unigraphics: version 13.0	TX0004760512
Valent Aerostructures – St. Louis,	Polster Tool Engineering, Inc. and Polster	Manufacturing reference guide v13.0 unigraphics training	TX0004763457

LLC	CAD/CAM Services		
Valent Aerostructures – St. Louis, LLC	Polster Tool Engineering, Inc. and Polster CAD/CAM Services	Modeling reference v13.0 unigraphics training	TX0004763455
Valent Aerostructures – St. Louis, LLC	Polster Tool Engineering, Inc. and Polster CAD/CAM Services	Parametric Techniques Unigraphics: version 13	TX0004760511
Valent Aerostructures – St. Louis, LLC	Polster Tool Engineering, Inc. and Polster CAD/CAM Services	Sketcher Unigraphics: version 13.0	TX0004760508
Valent Aerostructures – St. Louis, LLC	Polster Tool Engineering, Inc. and Polster CAD/CAM Services	Solids fundamentals	TX0004760505
Valent Aerostructures – St. Louis, LLC	Polster Tool Engineering, Inc. and Polster CAD/CAM Services	Spreadsheet v13.0 unigraphics training	TX0004763456
Valent Aerostructures – St. Louis, LLC	Polster Tool Engineering, Inc. and Polster CAD/CAM Services	Transition to V13: Unigraphics version 13.0	TX0004679519
Valent Aerostructures – St. Louis, LLC	Polster CAD/CAM Services	Grhelp computer program (grip compiler help)	TX0001929098
Integrated Technologies, Inc.	Integrated Technologies, Inc.	Combined StatFaCS and ProFaCS	TX0002974773
Integrated Technologies, Inc.	Integrated Technologies, Inc.	ProFaCS	TX0002979280
Integrated Technologies, Inc.	Integrated Technologies, Inc.	StatFaCS	TX0002974772
Integrated Technologies, Inc.	Integrated Technologies, Inc.	STATFACS	TX0002628750
Integrated Technologies, Inc.	Integrated Technologies, Inc.	Surfplus.prg	TX0003628466

Inc.			
Integrated Technologies, Inc.	Integrated Technologies, Inc.	Train the trainer	TX0003285869
Integrated Technologies, Inc.	Integrated Technologies, Inc.	What is competency based training?	TX0003171903