

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308485

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ASPEN AVIONICS, INC.		02/28/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SQUARE 1 BANK		
Street Address:	406 Blackwell Street		
Internal Address:	Suite 240		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4481514	C	
Registration Number:	4394056	C CONNECTED	
Registration Number:	4384504	CONNECTED PANEL	
Registration Number:	4373778	C CONNECTED PANEL ENABLED	
Registration Number:	3520115	ASPEN	
Serial Number:	85364036	C	
Serial Number:	85364007	C CONNECTED PANEL ENABLED	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<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:	919-314-3086		
Email:	loandocsdept@square1bank.com		
Correspondent Name:	Square 1 Bank		
Address Line 1:	406 Blackwell Street		
Address Line 2:	Suite 240		
Address Line 4:	Durham, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	Lee Conner		
SIGNATURE:	/leeconner-tkf/		

CH \$190.00 4481514

DATE SIGNED:	06/23/2014
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Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 28, 2014 by and between SQUARE 1 BANK, ("*Bank*") and ASPEN AVIONICS, INC., a Delaware corporation ("*Grantor*").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated on or about the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"); capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this

Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS



IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

ASPEN AVIONICS, INC.

5001 Indian School Road NE
Albuquerque, NM 87110

By: 

Name: Todd Haug

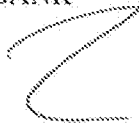
Title: CEO

BANK:

Address of Bank:

SQUARE 1 BANK

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

By: 

Name: Zuleika

Title: AVP

[Signature Page to Intellectual Property Security Agreement]



EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
AT300 installation manual	TX0006455123	11-13-2006

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EXHIBIT B
PATENTS

<u>Description</u>	<u>Registration OR Serial Number</u>	<u>Registration OR Filing Date</u>
Avionics device, systems and methods of display	8643508	2-4-2014
Electronic avionics systems and methods	8502702	8-6-2013
Apparatus and method to indicate course deviation instrument saturation	8224566	7-17-2012
Aircraft vertical speed instrument device with multi-functional design aspects	7789349	9-7-2010
Electronic flight data display instrument	8085168	12-27-2011
Electronic avionics systems and methods	13/960138	8-6-2013
Airborne power system disconnect system and method	12/243584	10-1-2008
Avionics device display dimming system and method	12/843683	7-26-2010
AVIONICS GATEWAY INTERFACE, SYSTEMS AND METHODS	14/119966	7-23-2012
AVIONICS DEVICE, SYSTEMS AND METHODS OF DISPLAY	14/158545	1-17-2014
APPARATUS AND METHOD TO INDICATE INSTRUMENT SATURATION	13/550212	7-16-2012
ELECTRONIC FLIGHT DATA DISPLAY INSTRUMENT	13/337942	12-27-2011

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EXHIBIT C
TRADEMARKS

Description	Registration/Application Number	Registration/Application Date
(logo only)	85/364036	7-6-2011
CONNECTED	4481514	2-11-2014
CONNECTED PANEL ENABLED	85/364007	7-6-2011
CONNECTED	4394056	8-27-2013
CONNECTED PANEL	4384504	8-13-2013
CONNECTED PANEL ENABLED	4373778	7-23-2013
ASPEN	3520115	10-21-2008

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