

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317959

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citizens Bank, National Association	FORMERLY RBS Citizens, N.A.	09/24/2014	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Hexcel Corporation		
Street Address:	Two Stamford Plaza		
Internal Address:	281 Tresser Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	3530212	ACOUSTI-CAP	
Registration Number:	4090996	ACOUSTI-CAP	
Registration Number:	2827821	CR III	
Registration Number:	2232548	CR-PAA	
Registration Number:	1015248	FIBRELAM	
Registration Number:	2991103	FLEX-CORE	
Registration Number:	2799607	HEX-3R	
Registration Number:	1373213	HEXCEL	
Registration Number:	2671601	HEXCEL	
Registration Number:	2734006	HEXCEL	
Registration Number:	3157655	HEXCEL	
Serial Number:	85084743	HEXCURVE	
Registration Number:	2830362	HEXFIT	
Registration Number:	3736200	HEXFORCE	
Registration Number:	2660046	HEXFLOW	
Registration Number:	2559526	HEXMC	
Registration Number:	2786920	HEXPLY	
Registration Number:	3692564	HEXTOOL	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	3458979	HEXTOW
Registration Number:	2571894	HEXWEB
Serial Number:	85027834	HITAPE
Registration Number:	2758742	HRH
Registration Number:	0967912	MAGNAMITE
Registration Number:	3487662	POLYSPEED
Registration Number:	3986835	PRIMETEX
Registration Number:	2240474	REDUX
Serial Number:	85086951	SUPERFIT
Registration Number:	0783342	TUBE-CORE

CORRESPONDENCE DATA

Fax Number: 2127352000

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.

Phone: 2127353000

Email: justin.selle@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: Four Times Square

Address Line 2: Aliya Sanders, Esq.

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 278100/35

NAME OF SUBMITTER: Aliya Sanders

SIGNATURE: /Aliya Sanders/

DATE SIGNED: 09/24/2014

Total Attachments: 5

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TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of September 24, 2014 (this "Termination"), is made by CITIZENS BANK, NATIONAL ASSOCIATION (formerly known as RBS CITIZENS, N.A.) (the "Secured Party"), as Administrative Agent for the Secured Parties (as defined in the Security Agreement referenced below), in favor of HEXCEL CORPORATION, a Delaware corporation (the "Grantor"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (as defined below).

WHEREAS, pursuant to that certain Credit Agreement dated as of June 27, 2013, by and among the Grantor and Hexcel Holdings Luxembourg S.à.r.l., a société à responsabilité limitée duly incorporated and validly existing under the laws of the Grand-Duchy of Luxembourg (together with the Grantor, collectively, the "Borrowers", and each, a "Borrower"), the Secured Party, Citizen's Bank, National Association (formerly known as RBS Citizens, N.A.), as Issuing Lender and as Swing Line Lender, and the lenders now or hereafter party thereto (the "Lenders") (as amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Issuing Lender, the Swing Line Lender and the Lenders agreed to provide the Borrowers with certain credit facilities;

WHEREAS, pursuant to that certain Security Agreement dated as of June 27, 2013, by and among the Secured Party, the Grantor and the other grantors named therein (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Secured Party a continuing security interest and continuing lien on the Trademark Collateral (as defined below);

WHEREAS, the Grantor, pursuant to a Grant of Trademark Security Interest dated as of June 27, 2013, by and among the Secured Party and the Grantor (the "Grant of Trademark Security Interest"), granted to the Secured Party for the benefit of the Secured Parties a continuing security interest in and continuing lien on all of Grantor's right, title and interest in and to the following, in each case whether then owned or thereafter acquired or arising, and wherever located (the "Trademark Collateral"):

(i) all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A attached hereto) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for by such Grantor in the United States and any state thereof and in foreign countries (including without limitation, the United States registrations and United States applications set forth on Schedule A attached hereto), all common law and other rights of such Grantor (but in no event any of the obligations) in and to Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of Grantor's business symbolized by the use of and connection with Trademarks; and

(ii) all proceeds thereof (such as, by way of example and not by limitation, license royalties and proceeds of infringement suits);

WHEREAS, the Grant of Trademark Security Interest was recorded at the United States Patent and Trademark Office on July 1, 2013, at Reel 5060, Frame No. 0787; and

WHEREAS, the Secured Party has agreed to terminate and release its security interest in all of such Trademark Collateral, including, without limitation, the Trademarks identified on Schedule A attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

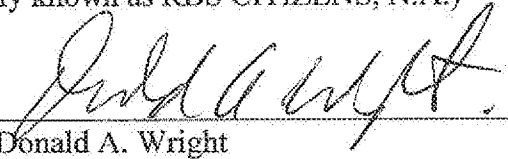
1. Release of Lien. The Secured Party hereby terminates the Grant of Trademark Security Interest and hereby terminates, cancels and releases any and all mortgages, liens, and security interests that is has in, to and under the Trademark Collateral.
2. Authorization to Record. The Secured Party authorizes and requests that the United States Patent and Trademark Office and any applicable government officer record this Termination.
3. Further Assurances. The Secured Party shall take all further actions, and provide to the Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor to more fully and effectively effectuate the purposes of this Termination, all at the sole expense of the Grantor.
4. Governing Law. This Termination shall be governed by, and construed and enforced in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, the Secured Party has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Secured Party:

CITIZENS BANK, NATIONAL ASSOCIATION,
(formerly known as RBS CITIZENS, N.A.)

By:  _____

Name: Donald A. Wright

Title: Senior Vice President

Schedule A

HEXCEL INTELLECTUAL PROPERTY – U.S. TRADEMARKS

MARK / TITLE	STATUS	COUNTRY NAME	APPLICATION NUMBER	DATE FILED	REG. DATE	REGISTRATION NUMBER	OWNER
ACOUSTI-CAP	Registered	United States of America	77362875	Jan 2, 2008	Jul 1, 2008	3530212	Hexcel Corporation (DEL)
ACOUSTI-CAP	Registered	United States of America	85353201	Jun 22, 2011	Jan 24, 2012	4090996	Hexcel Corporation
CR III	Registered	United States of America	78177499	Oct 23, 2002	Mar 30, 2004	2827821	Hexcel Corporation (DEL)
CR-PAA	Registered	United States of America	75057745	Feb 14, 1996	Mar 16, 1999	2232548	Hexcel Corporation (DEL)
FIBRELAM	Registered	United States of America	73028130	Jul 29, 1974	Jul 8, 1975	1015248	Hexcel Corporation (DEL)
FLEX-CORE	Registered	United States of America	76558774	Nov 7, 2003	Sep 6, 2005	2991103	Hexcel Corporation (DEL)
HEX-3R	Registered	United States of America	76117925	Aug 28, 2000	Dec 30, 2003	2799607	Hexcel Corporation (DEL)
HEXCEL	Registered	United States of America	73527619	Mar 18, 1985	Dec 3, 1985	1373213	Hexcel Corporation (DEL)
HEXCEL AND DESIGN	Registered	United States of America	76321379	Oct 4, 2001	Jan 7, 2003	2671601	Hexcel Corporation (DEL)
HEXCEL AND DESIGN	Registered	United States of America	76349442	Dec 14, 2001	Jul 8, 2003	2734006	Hexcel Corporation (DEL)
HEXCEL AND DESIGN	Registered	United States of America	78729937	Oct 10, 2005	Oct 17, 2006	3157655	Hexcel Corporation (DEL)
HEXCURVE	Pending	United States of America	85084743	Jul 14, 2010			Hexcel Corporation
HEXFIT	Registered	United States of America	76179493	Dec 11, 2000	Apr 6, 2004	2830362	Hexcel Corporation (DEL)
HEXFLOW	Registered	United States of America	75883901	Dec 30, 1999	Dec 10, 2002	2660046	Hexcel Corporation (DEL)
HEXFORCE	Registered	United States of America	77691991	Mar 16, 2009	Jan 12, 2010	3736200	Hexcel Corporation (DEL)
HEXMC	Registered	United States of America	75769425	Aug 6, 1999	Apr 9, 2002	2559526	Hexcel Corporation (DEL)
HEXPLY	Registered	United States of America	76161322	Nov 6, 2000	Nov 25, 2003	2786920	Hexcel Corporation (DEL)
HEXTOOL	Registered	United States of America	77725555	Apr 29, 2009	Oct 6, 2009	3692564	Hexcel Corporation (DEL)
HEXTOW	Registered	United States of America	77126738	Mar 9, 2007	Jul 1, 2008	3458979	Hexcel Corporation
HEXWEB	Registered	United States of America	75769248	Aug 6, 1999	May 21, 2002	2571894	Hexcel Corporation (DEL)
HITAPE	Allowed	United States of America	85027834	Apr 30, 2010			Hexcel Corporation
HRH	Registered	United States of America	76469695	Nov 15, 2002	Sep 2, 2003	2758742	Hexcel Corporation (DEL)
MAGNAMITE	Registered	United States of America	72433173	Aug 18, 1972	Sep 11, 1973	967912	Hexcel Corporation (DEL)
POLYSPEED	Registered	United States of America	77306249	Oct 17, 2007	Aug 19, 2008	3487662	Hexcel Corporation (DEL)

MARK / TITLE	STATUS	COUNTRY NAME	APPLICATION NUMBER	DATE FILED	REG. DATE	REGISTRATION NUMBER	OWNER
PRIMETEX	Registered	United States of America	85015935	Apr 16, 2010	Jun 28, 2011	3986835	Hexcel Corporation
REDUX	Registered	United States of America	75399926	Dec 4, 1997	Apr 20, 1999	2240474	Hexcel Corporation (DEL)
SUPERFIT	Pending	United States of America	85086951	Jul 16, 2010			Hexcel Corporation
TUBE-CORE	Registered	United States of America	72196157	Jun 22, 1964	Jan 12, 1965	783342	Hexcel Corporation (DEL)