

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318883

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|-------------------------------------|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| 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: | 281 TRESSER BOULEVARD | | |
| Internal Address: | TWO STAMFORD PLAZA | | |
| City: | STAMFORD | | |
| State/Country: | CONNECTICUT | | |
| Postal Code: | 06901 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| Name: | HEXCEL HOLDINGS LUXEMBOURG S.A.R.L. | | |
| Street Address: | C/O HEXCEL CORPORATION, 281 TRESSER BOULEVARD | | |
| Internal Address: | TWO STAMFORD PLAZA 281 | | |
| City: | STAMFORD | | |
| State/Country: | CONNECTICUT | | |
| Postal Code: | 06901 | | |
| Entity Type: | A SOCIETE A RESPONSABILITE LIMITEE: LUXEMBOURG | | |
| 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 | |
| TRADEMARK | | | |

| Property Type | Number | Word Mark |
|----------------------|----------|-----------|
| Serial Number: | 85084743 | HEXCURVE |
| Registration Number: | 2830362 | HEXFIT |
| Registration Number: | 2660046 | HEXFLOW |
| Registration Number: | 3736200 | HEXFORCE |
| Registration Number: | 2559526 | HEXMC |
| Registration Number: | 2786920 | HEXPLY |
| Registration Number: | 3692564 | HEXTOOL |
| 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: 7045032622

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: 704 503 2600

Email: trademarks@kslaw.com,vbantug@kslaw.com

Correspondent Name: King & Spalding

Address Line 1: 100 N Tryon Street

Address Line 2: Suite 3900

Address Line 4: Charlotte, NORTH CAROLINA 28202

| | |
|--------------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | 18588.015066 HEXCEL |
| NAME OF SUBMITTER: | Vicky R. Bantug |
| SIGNATURE: | /Vicky R. Bantug/ |
| DATE SIGNED: | 10/02/2014 |

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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HEXCEL CORPORATION
TRADEMARK RELEASE

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 |
|--------------|------------|--------------------------|--------------------|--------------|--------------|---------------------|--------------------------|
| PRIME/TEX | 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) |