

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM381861

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the type of assignment to read "security interest" previously recorded on Reel 001113 Frame 0233. Assignor(s) hereby confirms the security interest in accordance with the original assignment (attached).

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Universal Navigation Corporation		02/23/1994	Corporation: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	Greyhound Financial Corporation
<b>Street Address:</b>	Dial Tower
<b>Internal Address:</b>	Dial Corporate Center
<b>City:</b>	Phoenix
<b>State/Country:</b>	ARIZONA
<b>Postal Code:</b>	85077
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1241010	U
Registration Number:	1262273	UNIVERSAL
Registration Number:	1713306	1
Registration Number:	1765635	UNS 1

## CORRESPONDENCE DATA

**Fax Number:** 4149788675  
*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:** 414 277 5675  
**Email:** marta.levine@quarles.com  
**Correspondent Name:** Marta S. Levine  
**Address Line 1:** Quarles & Brady LLP  
**Address Line 2:** 411 East Wisconsin Avenue  
**Address Line 4:** Milwaukee, WISCONSIN 53202

<b>ATTORNEY DOCKET NUMBER:</b>	128380.00101
<b>NAME OF SUBMITTER:</b>	Marta S. Levine

<b>SIGNATURE:</b>	/MartaLevine/
<b>DATE SIGNED:</b>	04/25/2016
<b>Total Attachments: 10</b> source=Trademark Lien Greyhound 39634150_1#page1.tif source=Trademark Lien Greyhound 39634150_1#page2.tif source=Trademark Lien Greyhound 39634150_1#page3.tif source=Trademark Lien Greyhound 39634150_1#page4.tif source=Trademark Lien Greyhound 39634150_1#page5.tif source=Trademark Lien Greyhound 39634150_1#page6.tif source=Trademark Lien Greyhound 39634150_1#page7.tif source=Trademark Lien Greyhound 39634150_1#page8.tif source=Trademark Lien Greyhound 39634150_1#page9.tif source=Trademark Lien Greyhound 39634150_1#page10.tif	



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TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS:  
PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENT OR COPY THEREOF.

1. Name of conveying party(ies):  
Universal Navigation Corporation  
 -----  
 -----  
 Entity: \_\_\_\_\_ Association  
 Individual(s) \_\_\_\_\_  
 Gen. Partnership \_\_\_\_\_ Ltd. Partnership  
 Corporation-State California  
 Other \_\_\_\_\_

2. Name & Address of Receiving party(ies)  
 Name: Greyhound Financial Corporation  
 Address: Dial Tower  
Dial Corporate Center  
 City: Phoenix  
 State: AZ ZIP: 85077  
 Entity: \_\_\_\_\_  
 Individual \_\_\_\_\_  
 Gen. Partnership \_\_\_\_\_  
 Association \_\_\_\_\_  
 Ltd. Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 Other \_\_\_\_\_  
 Citizenship \_\_\_\_\_

3. Nature of Conveyance: 01  
 Assignment \_\_\_\_\_ Change of Name  
 Security Agreement \_\_\_\_\_ Merger  
 Other \_\_\_\_\_  
 Execution Date: 2/25/94

4. Application number(s) or registration number(s).  
 Additional Sheet Attached? ~~Yes~~ No  
 A. Trademark Application No.(s) 74/224,172  
 B. Trademark Registrati(s)  
1,713,306  
1,262,273  
1,241,010

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: LaValle D. Ptak  
Law Offices of LaValle Ptak  
4420 N. Saddlebag Tr., #102  
Scottsdale, Arizona 85251

6. Number of Applications and registrations involved:  
4 (four)  
 7. Amount of fee enclosed:  
\$115.00  
 8. Deposit Account No.

DO NOT USE THIS SPACE

9. Statement and Signature.  
 060 TH 03/15/94 74224172  
 040 TH 03/15/94 74224172

0 481 40.00 CK  
 0 482 75.00 CK

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.  
  
 Signature

Date: March 1, 1994  
LaValle D. Ptak  
 Name of Person Signing

89151751

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**COLLATERAL ASSIGNMENT OF TRADEMARKS, LICENSES  
AND COPYRIGHTS AND SECURITY AGREEMENT**

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS, LICENSES AND COPYRIGHTS AND SECURITY AGREEMENT ("Assignment") is made as of the 25<sup>th</sup> day of February, 1994, by UNIVERSAL NAVIGATION CORPORATION, a California corporation, having its chief executive office at 3260 East Lerdo Road, Tucson, Arizona 85706 ("Assignor"), for the benefit of GREYHOUND FINANCIAL CORPORATION, a Delaware corporation, having its chief executive office at Dial Tower, Dial Corporate Center, Phoenix, Arizona 85077 (the "Assignee").

**WITNESSETH:**

WHEREAS, Assignor, Universal Avionic Systems Corporation, a California corporation, Microcomputer Electronics Corporation, collectively, as Borrower, and Assignee, as Lender, are parties to a certain Loan and Security Agreement (the "Loan Agreement") of even date herewith, which Loan Agreement provides, among other things, for the grant by Assignor to Assignee of a security interest in the Trademarks, Licenses and Copyrights (as defined below);

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are incorporated herein in their entirety by this reference thereto, which Loan Agreement provides for, among other things, a grant of a security interest in the trademarks, trade names, licenses, and copyrights which are the subject of this Assignment. Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

2. **Collateral Assignment of Trademarks, Licenses and Copyrights.** To secure the complete and timely satisfaction of all of Borrower's Obligations, Assignor hereby grants to Assignee, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by law upon the occurrence of an Event of Default, all of Assignor's right, title and interest in and to the following assets:

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(i) trademarks, trademark registrations, trade names, trade name registrations, service marks and trademark or trade name applications, including without limitation such as are listed on Schedule A, attached hereto and made a part hereof, as the same may be amended from time to time, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, (d) all rights corresponding thereto throughout the world, and (e) the goodwill of the business operated by Assignor connected with and symbolized by any trademarks or trade names (all of the foregoing trademarks, trademark registrations, trade names, trade name registrations, and applications, together with the items described in clauses (a) - (e), are sometimes herein individually and/or collectively referred to as the "Trademarks" );

(ii) license agreements, and the right to prepare for sale, sell, and advertise for sale any inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses " );

(iii) copyrights in all original works of authorship fixed in any tangible medium of expression and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, all whether now owned or hereafter acquired by Assignor, including, but not limited to, those listed on Schedule B, attached hereto, together with all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, the right to sue for infringements thereof, and all rights thereto throughout the world and all reissues, extensions and renewals thereof (all of the foregoing are sometimes herein individually and/or collectively referred to as the "Copyrights").

3. Representations and Warranties. Assignor represents and warrants that:

(a) The Trademarks, Licenses and Copyrights are valid and enforceable;

(b) No claim has been made that the use of the Trademarks, Licenses or Copyrights, violates or may violate the rights of any third person; and

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(c) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, Licenses and Copyrights, free and clear of any Liens, charges and encumbrances including without limitation pledges, assignments, licenses, registered-user agreements, shop rights and covenants by Assignor not to sue third persons, except as disclosed in Schedule C attached hereto.

4. Subsequent Copyrights, Trademarks and Licenses. If, before Borrower's Obligations have been satisfied in full, Assignor shall obtain rights to any other copyrights, trademarks or trade names, or registrations thereof or applications or licenses therefor, the provisions of this Agreement shall automatically apply thereto, Assignor shall be deemed to have granted and does hereby grant to Assignee a first mortgage and security interest therein to secure the complete and timely satisfaction of all of Borrower's Obligations, and Assignor shall give Assignee prompt written notice thereof.

5. License Back to Assignor; Restrictions on Future Agreements. Unless and until there shall have occurred and be continuing an Event of Default, Assignee hereby grants to Assignor the exclusive, nontransferable right and license, subject to exceptions disclosed in Schedule A attached hereto, for Assignor's own benefit and account and none other, to (i) use the Trademarks on and in connection with products sold by Assignor, and (ii) to the continued use of the Copyrights in a manner not inconsistent with their use on the date hereof. If any Event of Default shall have occurred and be continuing, Assignor's license under the Trademarks and Copyrights as set forth above shall terminate (unless an extension shall be consented to by Assignee) and Assignee shall have all of the rights and remedies described herein and in the Loan Agreement. Assignor agrees that until Borrower's Obligations shall have been satisfied in full and the security interest granted hereby has been released, Assignor will not, without Assignee's prior written consent, enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Assignment, and Assignor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforceability of the rights transferred to Assignee under this Assignment.

6. Assignee's Right to Inspect. Assignee shall have the rights, at any time during Assignor's regular business hours and from time to time, to inspect Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes. From and after the occurrence of an Event of Default and the giving by Assignee of written notice to Assignor of Assignee's intention to enforce its rights and claims against any of the Trademarks, Licenses and Copyrights, Assignor agrees that Assignee, or a conservator appointed by Assignee, shall have the right to establish such additional

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product quality controls as Assignee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Trademarks. Assignor agrees (i) not to sell or assign its interest in, or grant any license under, the Trademarks, Licenses or Copyrights, without the prior written consent of Assignee; (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof; (iii) not to change the quality of said products without Assignee's express written consent; and (iv) to provide Assignee, at least quarterly, with a certificate of the chairman or vice chairman of the board or president or chairman of the executive committee of Assignor certifying Assignor's compliance with the foregoing.

7. **Termination of Assignee's Security Interest.** This Assignment is made for collateral purposes only. Upon payment and performance in full of the Borrower's Obligations and release of the security interests granted to Assignee by Assignor hereunder, Assignee shall execute and deliver to Assignor all assignments, termination statements and other instruments as may be necessary or proper to terminate Assignee's security interest in the Trademarks, Licenses and Copyrights, subject to any disposition thereof which may have been made by Assignee pursuant hereto, or pursuant to the Loan Agreement.

8. **Duties of Assignor.** Assignor shall have the duty (i) to observe all covenants concerning Trademarks, Licenses and Copyrights contained in the Loan Agreement, (ii) to prosecute diligently any trademark application, or copyright application which is part of the Trademarks, or Copyrights, respectively, pending as of the date hereof or thereafter until the Borrower's Obligations shall have been paid and performed in full, and (iii) to preserve and maintain all rights in trademarks, trade names and trademark and trade name applications and registrations, and copyrights which are part of the Trademarks and Copyrights. Any expenses or filing fees incurred in connection with such applications or the maintenance of the Trademarks or Copyrights shall be borne by Assignor. Assignor shall not abandon any right to file an application, or any pending application, trademark, trade name or copyright without the consent of Assignee, which consent shall not be unreasonably withheld.

9. **Assignee's Right to Sue.** From and after the occurrence of an Event of Default and the giving by Assignee of written notice to Assignor of Assignee's intention to enforce its rights and claims against any of the Trademarks, Licenses and Copyrights, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks, Licenses or Copyrights, and any licenses thereunder, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement, and

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Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this paragraph 9.

10. **Waivers.** No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. **Severability.** The provisions of this Assignment are severable, and if any clause or provisions shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provisions, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provisions in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

12. **Modification.** This Assignment cannot be altered, amended or modified in any way, except by a writing signed by the parties hereto.

13. **Cumulative Remedies; Power of Attorney.** All of Assignee's rights and remedies with respect to the Trademarks, Licenses and Copyrights, whether established by this Assignment, by the Loan Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power (i) at any time, to (a) endorse Assignor's name on all applications, documents, papers and instruments necessary or desirable for the Assignee in the use of the Trademarks, Licenses or Copyrights, or (b) take any other actions with respect to the Trademarks, Licenses or Copyrights as the Assignee deems in the best interest of the Assignee, and (ii) from and after the occurrence of an Event of Default and the giving by Assignee of written notice to Assignor of Assignee's intention to enforce its rights and claims against any of the Trademarks, Licenses or Copyrights, to (a) grant or issue any exclusive or nonexclusive license under the Trademarks, Licenses or Copyrights to anyone, or (b) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Licenses or Copyrights to anyone. Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Borrower's Obligations shall have been paid and performed in full or the security interests granted to Assignee by this Assignment have been released. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. Assignee shall have, in addition to all other

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rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks, Licenses or Copyrights may be located.

14. **Binding Effect; Benefits.** This Assignment shall be binding upon the Assignor and its respective successors and permitted assigns and shall inure to the benefit of Assignee, its nominees and assigns.

15. **Governing Law.** This Assignment shall be deemed to have been executed and delivered in Phoenix, Arizona, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of Arizona.


IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

Assignor:

UNIVERSAL NAVIGATION  
CORPORATION, a California corporation

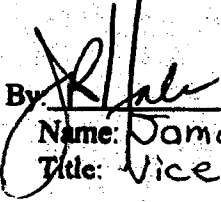
By:   
Name: Charles H. Edmondson  
Title: Executive Vice President

and

By:   
Name: Richard G. Harris  
Title: Secretary

Assignee:

GREYHOUND FINANCIAL  
CORPORATION, a Delaware corporation

By:   
Name: James R. Hale  
Title: Vice President

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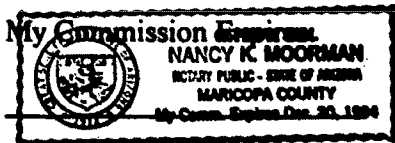
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STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

On this the 23rd day of February, 1994, before me, Nancy K. Moorman the undersigned officer, personally appeared Charles H. Edmondson, who acknowledged himself to be the Executive Vice President and Richard G. Harris, who acknowledged himself to be the Secretary of UNIVERSAL NAVIGATION CORPORATION, a California corporation, and that they, as such officers, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such officers.

In witness whereof I hereunto set my hand and official seal.

Nancy K. Moorman  
Notary Public

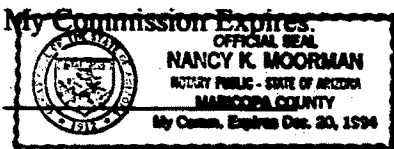


STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

On this the 24th day of February, 1994, before me, Nancy K. Moorman the undersigned officer, personally appeared James R. Hale, who acknowledged himself ~~herself~~ to be the Vice Pres. of GREYHOUND FINANCIAL CORPORATION, a Delaware corporation, and that he/~~she~~, as such Vice Pres., being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/~~herself~~ as Vice Pres.

In witness whereof I hereunto set my hand and official seal.

Nancy K. Moorman  
Notary Public



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**SCHEDULE A**  
**TRADEMARKS**

**U.S. TRADEMARKS**

<b><u>MARK</u></b>	<b><u>REG/SERIAL NO.</u></b>
The number "1" inscribed in a shaded box.	1,713,306
"UNIVERSAL"	1,262,273
An eight point star with "U" in the center.	1,241,010
"UNS 1" (and design) pending	74/224,172

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**SCHEDULE B**

RECORDED  
PATENT & TRADEMARK OFFICE

**COPYRIGHTS**

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**U.S. COPYRIGHTS**

**REGISTRATION NO.**

**TITLE**

TX 3 212 974

Data Retrieval Manual for the CVR-30  
Cockpit Voice Recorder

TX 3 202 768

CVR-30 Solid State Cockpit Voice  
Recorder Installation Manual

TXu 498 041

SCN 400.3 for the UNS-18 Flight  
Management Computer

TX 3 424 456

Technical Description UNS-18 Flight  
Management Systems

TX 3 197 096

Technical Manual UNS-1A Multi-  
mission Management System

TX 3 199 488

Technical Manual UNS-1A Compact  
Flight Management System

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