

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM382722

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ASPEN AVIONICS, INC.		02/28/2014	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PACIFIC WESTERN BANK, as successor in interest by merger to Square 1 Bank		
<b>Street Address:</b>	406 Blackwell Street		
<b>Internal Address:</b>	Suite 240		
<b>City:</b>	Durham		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27701		
<b>Entity Type:</b>	State Chartered Bank: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4560635	C CONNECTED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	919-314-3086		
<b>Email:</b>	loandocsdept@square1bank.com		
<b>Correspondent Name:</b>	PACIFIC WESTERN BANK		
<b>Address Line 1:</b>	406 BLACKWELL STREET		
<b>Address Line 2:</b>	SUITE 240		
<b>Address Line 4:</b>	DURHAM, NORTH CAROLINA 27701		
<b>NAME OF SUBMITTER:</b>	Nicholas Nance		
<b>SIGNATURE:</b>	/nicholasnance-tkf/		
<b>DATE SIGNED:</b>	05/02/2016		
<b>Total Attachments: 6</b>			
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source=Aspen Avionics -- IPSA -- updated April 2016#page2.tif			
source=Aspen Avionics -- IPSA -- updated April 2016#page3.tif			

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**TRADEMARK**

**REEL: 005782 FRAME: 0658**

## **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

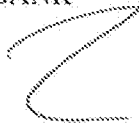
Title: CEO

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**

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
AT300 installation manual	TX0006455123	11-13-2006

**EXHIBIT B****PATENTS**

<b>Description</b>	<b>Registration OR Serial Number</b>	<b>Registration OR Filing Date</b>
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 9231438	10-1-2008 1-5-2016
Avionics device display dimming system and method	12/843683 8749594	7-26-2010 6-10-2014
AVIONICS GATEWAY INTERFACE, SYSTEMS AND METHODS	14/119966 9141830	7-23-2012 9-22-2015
AVIONICS DEVICE, SYSTEMS AND METHODS OF DISPLAY	14/158545	1-17-2014
APPARATUS AND METHOD TO INDICATE INSTRUMENT SATURATION	13/550212 8996309	7-16-2012 3-31-2015
ELECTRONIC FLIGHT DATA DISPLAY INSTRUMENT	13/337942	12-27-2011
Avionics gateway interface, systems and methods	14/458680 9189655	8-13-2014 11-17-2015

**EXHIBIT C**  
**TRADEMARKS**

<b>Description</b>	<b>Registration/Application Number</b>	<b>Registration/Application Date</b>
(logo only)	85/364036 4481514	7-6-2011 2-11-2014
CONNECTED PANEL ENABLED	85/364007 (dead)	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
C CONNECTED	4560635	7-1-2014