

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384525

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
United Technologies Corporation		06/14/2013	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	RPW Acquisition LLC		
Street Address:	2001 Aerojet Road		
City:	Rancho Cordova		
State/Country:	CALIFORNIA		
Postal Code:	95742		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2364319	ROCKETDYNE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	joel.landau@rocket.com		
Correspondent Name:	Joel G Landau		
Address Line 1:	PO Box 7922		
Address Line 2:	RLB70		
Address Line 4:	Canoga Park, CALIFORNIA 91304		
NAME OF SUBMITTER:	Joel G Landau		
SIGNATURE:	/JGL/		
DATE SIGNED:	05/16/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT is made effective as of the 14th day of June, 2013 (the "Effective Date"), between United Technologies Corporation, a Delaware corporation (the "Seller"), and RPW Acquisition LLC, a Delaware limited liability company (the "Buyer"), with reference to the Stock and Asset Purchase Agreement dated July 22, 2012, between the Seller and the Buyer (as assignee of GenCorp Inc., an Ohio corporation) (as amended and restated or modified from time to time, the "Purchase Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement.

WHEREAS, Seller agreed to sell to Buyer the Business as defined therein, including, all Trademarks that are Transferred Intellectual Property, including those trademarks, service marks and trade names identified in Schedule A attached herein (collectively, the "Assigned Marks") and all goodwill symbolized by and associated therewith in the Business; and

WHEREAS, the parties accordingly wish to execute this recordable instrument, assigning all of Seller's right, title and interest in and to the Assigned Patents to Buyer;

NOW, THEREFORE, for valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Seller sells, assigns, transfers, and sets over to Buyer, and its lawful successors and assigns, Seller's entire right, title, and interest in and to (a) the Assigned Marks, (b) all goodwill symbolized by and associated with the Business conducted under such Assigned Marks, (c) all registrations and applications (including intent-to-use applications) for the Assigned Marks together with the portion of the Business to which the Assigned Marks apply, which business is ongoing and existing, (d) all income, royalties, damages and payments in respect of the Assigned Marks which become due or payable following the Closing, and (e) all rights to sue and recover for any past, present or future infringements, dilution, damage, profits or injury (and including the right to take over and continue any and all existing suits) to the Assigned Marks.
2. Seller hereby agrees, without further consideration, to execute all papers and to perform such other proper acts as Buyer or its successors or assigns may deem reasonably necessary to secure for Buyer or to its successors or assigns, or to evidence the rights, hereby transferred.
3. This Trademark Assignment Agreement is subject to the terms and conditions of the Purchase Agreement and this Trademark Assignment Agreement shall not be deemed to limit, enlarge or extinguish any obligation of Seller or Buyer under the Purchase Agreement, all of which obligations shall survive the delivery of this Trademark Assignment Agreement in accordance with the terms of the Purchase Agreement, and that to the extent there is any conflict between this Trademark Assignment Agreement

and the terms and conditions of the Purchase Agreement, the Purchase Agreement shall control.

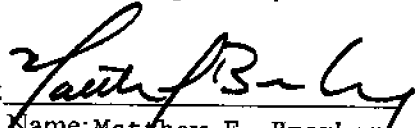
4. This Trademark Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature page follows.]

WHEREFORE, Seller has caused this Trademark Assignment Agreement to be duly executed below, on the date indicated.

Date: _____

United Technologies Corporation

By: 
Name: Matthew F. Bromberg
Title: Vice President, Corporate
Strategy & Development

Agreed and Acknowledged:

RPW Acquisition LLC

By: _____

Name:

Title:

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 005793 FRAME: 0774

WHEREFORE, Seller has caused this Trademark Assignment Agreement to be duly executed below, on the date indicated.

Date: _____

United Technologies Corporation

By: _____

Name:

Title:

Agreed and Acknowledged:

RPW Acquisition LLC

By: Warren M Boley Jr
Name: Warren M. Boley Jr.
Title: President

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 005793 FRAME: 0775

Schedule A

TRADEMARK/SERVICE MARK APPLICATIONS

Word Mark	Country	Serial Number	Registration Number
ROCKETDYNE	US	75701645	2364319