

900388743 12/15/2016

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM409021

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Engine Components International, Inc.		07/18/2015	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	Continental Motors, Inc.
Street Address:	2039 Broad Street
City:	Mobile
State/Country:	ALABAMA
Postal Code:	36615
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3859703	TITAN

CORRESPONDENCE DATA

Fax Number: 2514326843
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: 2514051219
Email: gpb@ajlaw.com
Correspondent Name: Grgeory P. Bru
Address Line 1: 63 S Royal Street
Address Line 4: Mobile, ALABAMA 36602

NAME OF SUBMITTER:	Gregory P. Bru
SIGNATURE:	/Gregory P. Bru/
DATE SIGNED:	12/15/2016

Total Attachments: 15
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OP \$40.00 3859703

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BILL OF SALE, ASSIGNMENT, AND ASSUMPTION AGREEMENT

This **BILL OF SALE, ASSIGNMENT, AND ASSUMPTION AGREEMENT** (this “Bill of Sale”) is made as of July 18, 2015, by and among **DANBURY AEROSPACE, INC.**, a Delaware corporation (“Seller”), each subsidiary of Seller named on the signature pages to this Bill of Sale (individually referred to as a “Subsidiary” and collectively referred to as “Subsidiaries”) and **CONTINENTAL MOTORS, INC.**, a Delaware corporation (“Buyer”). Capitalized terms used herein without definition shall have the meaning assigned to them in that certain Asset Purchase Agreement dated as of March 25, 2015 by and among Seller, Buyer and the other parties named therein (the “Agreement”).

RECITALS

WHEREAS, pursuant to the Agreement, Buyer has agreed to purchase the Purchased Assets and to assume the Assumed Liabilities from Seller and the Subsidiaries, and Seller and the Subsidiaries have agreed to sell the Purchased Assets and transfer the Assumed Liabilities to Buyer; and

WHEREAS, Seller and the Subsidiaries are executing and delivering this Bill of Sale for the purpose of granting, selling, conveying, assigning, transferring, and delivering to Buyer all of Seller’s and each Subsidiary’s right, title, and interest in and to the Purchased Assets and Buyer is executing and delivering this Bill of Sale to confirm to Seller and the Subsidiaries the assumption by Buyer of the Assumed Liabilities.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Seller, the Subsidiaries and Buyer hereby agree as follows:

1. Seller and each Subsidiary hereby grant, sell, convey, assign, transfer and deliver to Buyer, its successors and assigns, effective as of the Effective Time, all of Seller’s and each Subsidiary’s right, title, and interest in and to each and all of the assets and properties of Seller and each Subsidiary relating to the Business conducted by Seller and the Subsidiaries, of every kind and description and wherever situated as they exist on the date hereof, except as expressly stated otherwise herein or in the Agreement. Without limiting the generality of the foregoing, the assets acquired by Buyer hereunder include Seller’s and each Subsidiary’s entire right, title and interest in and to the following assets and properties:

(a) all furniture, fixtures, equipment, shop equipment, machinery, test cells, tooling, vehicles, computer hardware, computer software, office and other supplies, and other personal property (the “Equipment”);

(b) all inventory (the “Inventory”);

(c) all rights under purchase and work orders from customers, in each case, which remain unfulfilled as of the Effective Time, and the distributor agreements, sales associate agreements, leases, licenses and other contracts (the "Assigned Contracts");

(d) all deposits, prepaid expenses and other advances (excluding prepaid taxes and insurance) (the "Prepaid Assets");

(e) all accounts receivable and the proceeds of any thereof (the "Accounts Receivable");

(f) all prepayments, deposits and other consideration paid by customers in connection with purchase and work orders to be assumed by Buyer (the "Customer Deposits");

(g) all books and records of Seller and each Subsidiary relating to the Business in Seller's or any Subsidiary's possession or otherwise under their control or in the possession or otherwise under the control of their respective advisors, auditors or other representatives, including, without limitation, all purchasing, accounting, sales, marketing, shipping, agent and distributor records, all marketing studies, customer lists, customer files, supplier files, credit files, credit data, appraisals, valuations, and consulting studies and all other records and reports relating to the assets purchased and the liabilities assumed by Buyer, all printed and other advertising, sales and promotional materials, catalogues and supplies, all general ledgers, books of accounts, financial statements and banking records, and all other related materials of Seller or any Subsidiary and all copies of each thereof in whatever form each of the foregoing may exist, including computer files and related documentation; provided, however, that Seller may retain a copy of records reasonably required for tax, warranty, insurance and financial purposes;

(h) the right to receive mail and other communications and shipments of merchandise addressed to Seller or any Subsidiary and the rights to published telephone numbers of Seller and each Subsidiary;

(i) all of Seller's and each Subsidiary's goodwill and business as a going concern, including the names "Danbury Aerospace," "Airmotive Engineering Corporation," "Engine Components International," "EC Services," "Precision Machined Airparts" "Aircooled Motors" and "Sterling Machinery & Process" or any variations thereof and the right to use the same;

(j) all business relationships with customers, including the list of contacts with respect to such business relationships;

(k) all of Seller's and each Subsidiary's trade names, trademarks, service marks, trade dress, copyrights and applications therefor and all derivatives thereof;

(l) all of Seller's and each Subsidiary's inventions, patents, patent rights, applications for patents, production rights, manufacturing rights, reproduction rights, parts manufacturing approvals, type certificates, similar rights, trade secrets, know-how, processes,

formulae, drawings, devices, designs, methods, techniques, products in development, research and development results, tests, proposals, documented ideas for products, licenses and product designs, and all other intellectual property and intangibles;

(m) all of Seller's and each Subsidiary's domain names; and

(n) all of Seller's and each Subsidiary's claims, causes of action, choses in action, rights of recovery, rights of set off, and rights of recoupment.

Seller and each Subsidiary hereby authorize Buyer to take any appropriate action in connection with any of these rights, claims, causes of action, and property, in the name of Seller or any Subsidiary or in Buyer's own or any other name, but at Buyer's own expense.

TO HAVE AND TO HOLD these rights, claims, causes of action, property, assets, business, and goodwill, as a going concern unto Buyer, its successors and assigns, to and for its or their use forever.

2. Seller and each Subsidiary do hereby warrant, covenant and agree that:

(a) Seller and each Subsidiary have good and marketable title to the assets, business, and goodwill hereby sold, assigned, transferred, conveyed, and delivered by Seller and such Subsidiary; and

(b) Seller and each Subsidiary will take all commercially reasonable steps as are necessary to put Buyer, its successors or assigns, in actual possession and operating control of the assets and business.

3. Buyer does hereby warrant, covenant and agree that, pursuant to that certain Temporary Restraining Order issued July 10, 2015, in the lawsuit styled RAM Aircraft, LP v. Airmotive Engineering Corporation, Engine Components International, Inc. d/b/a ECi, Engine Components, Inc. d/b/a ECi and Danbury Aerospace, Inc., No. 2015-2755-4, pending in District Court of McLennan County, Texas, it will, on behalf of Seller and each Subsidiary, preserve and maintain a complete copy of all Supporting Data and Documentation (as defined in said Temporary Restraining Order). Buyer acknowledges and agrees that it will provide a copy of the Supporting Data and Documentation to Seller or any Subsidiary upon Seller's or any Subsidiary's receipt of legally binding notice, including a subpoena or instruction from a court of competent jurisdiction, relating to the lawsuit described above that requires Seller or any Subsidiary to provide a copy of the Supporting Data and Documentation to RAM Aircraft, LP.

4. Buyer hereby assumes and shall hereafter perform, pay and discharge the Assumed Contracts and Assumed Liabilities as of the Effective Time.

5. Each party hereby covenants, represents, warrants and agrees that it will execute and deliver further instruments of transfer, assignment and assumption and take such further action as the other party may reasonably request to more effectively consummate the transfers, assignments, and assumptions as contemplated in this Bill of Sale.

6. Any individual, partnership, corporation, or other entity may rely without further inquiry upon the powers and rights herein granted to the Buyer and upon any notarization, certification, verification, affidavit, or jurat by any notary public of any state relating to the authorization, execution, and delivery of this Bill of Sale or to the authenticity of any copy, conformed or otherwise, hereof.


7. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank. Signature pages follow]

IN WITNESS WHEREOF, Seller, each Subsidiary and Buyer have caused this Bill of Sale, Assignment, and Assumption Agreement to be executed on the date first written above.

SELLER:

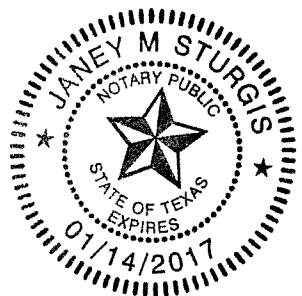
DANBURY AEROSPACE, INC.


By: 
Tyrone S. Stoller
President

STATE OF TEXAS }
COUNTY OF BEXAR }

This instrument was acknowledged before me on July 17, 2015 (date) by Tyrone S. Stoller (name of officer), President (title of officer) of DANBURY AEROSPACE, INC., a Delaware corporation, on behalf of said corporation.

[SEAL]





NOTARY PUBLIC SIGNATURE

MY COMMISSION EXPIRES: 1/14/17

SUBSIDIARIES:

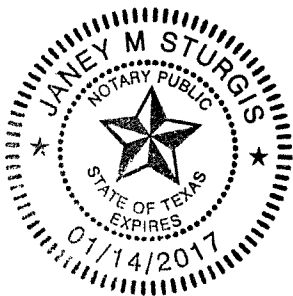
AIRMOTIVE ENGINEERING CORPORATION

By: 
Tyrone S. Stoller
President

STATE OF TEXAS }
COUNTY OF BEXAR }

This instrument was acknowledged before me on July 17, 2015 (date) by Tyrone S. Stoller (name of officer), President (title of officer) of AIRMOTIVE ENGINEERING CORPORATION, a Texas corporation, on behalf of said corporation.

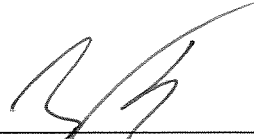
[SEAL]




NOTARY PUBLIC SIGNATURE

MY COMMISSION EXPIRES: 1/14/17

**ENGINE COMPONENTS INTERNATIONAL,
INC.**

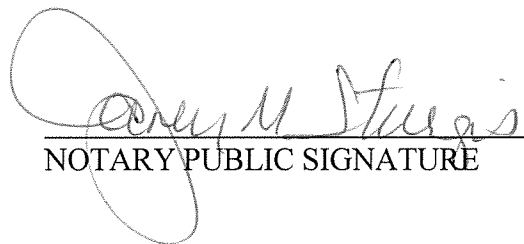
By: 
Tyrone S. Stoller
President

STATE OF TEXAS }
COUNTY OF BEXAR }

This instrument was acknowledged before me on July 17, 2015 (date) by Tyrone S. Stoller (name of officer), President (title of officer) of ENGINE COMPONENTS INTERNATIONAL, INC., a Texas corporation, on behalf of said corporation.

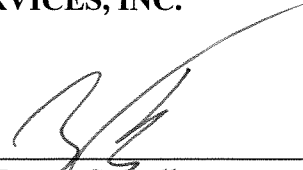
[SEAL]




NOTARY PUBLIC SIGNATURE

MY COMMISSION EXPIRES: 1-14-17

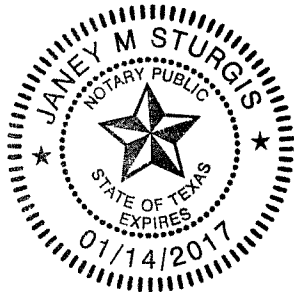
EC SERVICES, INC.

By: 
Tyrone S. Stoller
President

STATE OF TEXAS }
COUNTY OF BEXAR }

This instrument was acknowledged before me on July 17, 2015 (date) by Tyrone S. Stoller (name of officer), President (title of officer) of EC SERVICES, INC., a Texas corporation, on behalf of said corporation.


[SEAL]




NOTARY PUBLIC SIGNATURE

MY COMMISSION EXPIRES: 1-14-17

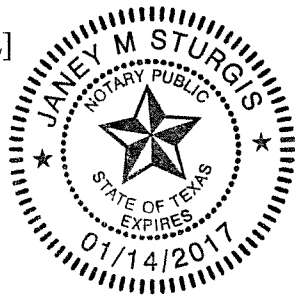
PRECISION MACHINED AIRPARTS, INC.

By: 
Tyrone S. Stoller
President

STATE OF TEXAS }
COUNTY OF BEXAR }

This instrument was acknowledged before me on July 17, 2015 (date) by Tyrone S. Stoller (name of officer), President (title of officer) of PRECISION MACHINED AIRPARTS, INC., a Texas corporation, on behalf of said corporation.

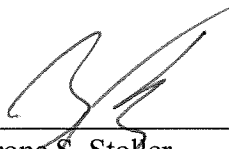
[SEAL]




NOTARY PUBLIC SIGNATURE

MY COMMISSION EXPIRES: 1-14-17

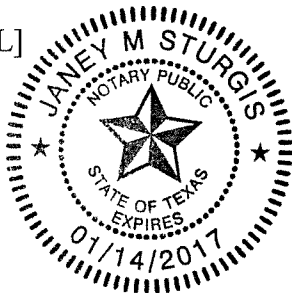
STERLING MACHINERY & PROCESS, INC.

By: 
Tyrone S. Stoller
President

STATE OF TEXAS }
COUNTY OF BEXAR }

This instrument was acknowledged before me on July 14, 2015 (date) by Tyrone S. Stoller (name of officer), President (title of officer) of STERLING MACHINERY & PROCESS, INC., a Texas corporation, on behalf of said corporation.

[SEAL]




NOTARY PUBLIC SIGNATURE

MY COMMISSION EXPIRES: 1-14-17

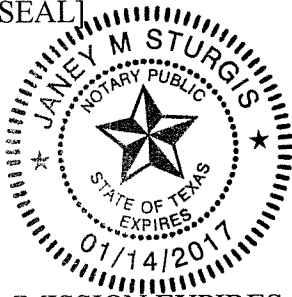
AIRCOOLED MOTORS, INC.

By: [Signature]
Tyrone S. Stoller
President

STATE OF TEXAS }
COUNTY OF BEXAR }

This instrument was acknowledged before me on July 17, 2015 (date)
by Tyrone S. Stoller (name of officer), President (title of officer) of AIRCOOLED MOTORS, INC.,
a Delaware corporation, on behalf of said corporation.

[AFFIX SEAL]




[Signature]
NOTARY PUBLIC SIGNATURE

MY COMMISSION EXPIRES: 1-14-17

BUYER:

CONTINENTAL MOTORS, INC.


By: 
Todd Kemp
Its Chief Financial Officer

STATE OF ALABAMA }
COUNTY OF MOBILE }

I, the undersigned Notary Public in and for said County and State, hereby certify that TODD KEMP, whose name as Chief Financial Officer of CONTINENTAL MOTORS, INC., a Delaware corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 16 day of July, 2015.

[AFFIX SEAL]


NOTARY PUBLIC

MY COMMISSION EXPIRES: 4/12/2017

Schedules 8.8(a)

Trademarks

a) Trade Names

Corporation Name	Trade Names
Danbury Aerospace, Inc.	DAS
	Danbury Aerospace
	Danbury Aerospace Inc.
	Engine Components Holdings Inc. (Note: Prior name of corporation.)
	Engine Components Holdings
Engine Components International, Inc.	ECI
	ECi
	Engine Components
	Engine Components Int'l
	Engine Components Inc
	Titan Cylinder Assemblies
	Titan Cylinders
	Cerminil
	Cermicrome
	Engine Redi
	Nerodize
	Power Plus
	Q-3
	Double Band (orange)
Airmotive Engineering Corporation	AEC
	Airmotive
	Airmotive Engineering
	Airmotive Engineering Corp
Precision Machined Airparts, Inc.	PMA
	Precision Machined Airparts
EC Services, Inc.	ECS
	EC Services
	EC Services Inc
	Freedom Cylinders
Sterling Machinery & Process, Inc.	SMP
	Sterling Machinery & Process

Aircooled Motors, Inc. dba Titan Aircraft Engines	ACM
	Aircooled Motors
	TAE
	Titan Engines
	R Series Engine
	X EXP Engine
	Freedom Engine

b) Trademarks – See attached Trademarks List Spreadsheet.

Trademark	Example	Registration No	Expiration Date	Type	Column 1
ECI® (name, letters only)	ECI® Corporation was established in 1943. (old ECI)	2876702	8/24/2014	Registered Trademark ®	Dead - ok?
ECI® (name, letters only-Service mark)	ECI® Corporation was established in 1943.	2876704	8/24/2014	Registered Trademark ®	*to be refilled
TITAN® (original/old)	TITAN® Cylinder Assemblies	2876703	8/24/2014	Registered Trademark ®	Dead - ok?
TITAN (mark and logo) design) 2010	TITAN® Cylinder Assemblies	3859703	2/8/2016	Registered Trademark ®	Active
TITAN®	TITAN® Cylinder Assembly	4236674	11/6/2018	Registered Trademark ®	Active
R™	R™ Series Engine			To be filed w/ Intent to Use	to be filed
X™	X™ EXP Series Engine			To be filed w/ Intent to Use	to be filed
Freedom™	Freedom™ Engine			To be filed w/ Intent to Use	to be filed
Titan™	Titan™ Engine			To be filed w/ Intent to Use	to be filed
Double Band™	Double Band™ distinction	1,756,446	3/9/1993	Non-Registered Trademark™	No action
Freedom™	Double Band™ mark			Non-Registered Trademark™	No action
Nerodize™	Freedom™ brand cylinders			Non-Registered Trademark™	No action
Q-3™	Nerodize™ process	1,481,941	3/22/2008	Non-Registered Trademark™	No action
Almotive Steel	Q-3™ process -- not sure if the registration was renewed in 1986.	806,120	3/22/1986	Non-Registered Trademark™	No action
Classic Cast	Almotive Steel™			Non-Registered Trademark™	No action
Cermicrome	Classic Cast™			Non-Registered Trademark™	No action
Cermihill™	Cermicrome™			Non-Registered Trademark™	No action
Cerni Steel	Cermihill™			Non-Registered Trademark™	*to be refilled?
Engine Redi	Cerni Steel™	1,550,747	8/8/1995	Non-Registered Trademark™	No action
EC Focus	Engine Redi™			Non-Registered Trademark™	No action
Q4	EC Focus™			Non-Registered Trademark™	No action
Q5	Q4™			Non-Registered Trademark™	No action
	Q5™			Non-Registered Trademark™	No action

TRADEMARK

REEL: 005948 FRAME: 0731

RECORDED: 12/15/2016