

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422420

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment Agreement		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Custom Control Concepts LLC		04/03/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	UJB Acquisition Corp.		
Street Address:	130 Commerce Way		
City:	East Aurora		
State/Country:	NEW YORK		
Postal Code:	14052		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	86595708	CCCENTINEL	
Registration Number:	4390813	CUSTOM CONTROL CONCEPTS	
Registration Number:	4394747	CUSTOM CONTROL CONCEPTS	
Registration Number:	4394746	CUSTOM CONTROL CONCEPTS	
Registration Number:	4303523	IPLANE	
Serial Number:	85307055	SKYSHOW	
CORRESPONDENCE DATA			
Fax Number:	7168490349		
<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>			
Phone:	716 856 4000		
Email:	acutaia@hodgsonruss.com		
Correspondent Name:	Alfonzo I. Cutaia - Hodgson Russ LLP		
Address Line 1:	140 Pearl Street, Suite 100		
Address Line 2:	The Guaranty Building		
Address Line 4:	Buffalo, NEW YORK 14202-4040		
NAME OF SUBMITTER:	Alfonzo I. Cutaia		
SIGNATURE:	/alfonzo i cutaia/		

OP \$165.00 86595708

DATE SIGNED:	04/04/2017
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Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated as of April 3, 2017, is by and between Custom Control Concepts LLC, a Delaware limited liability company ("Seller"), and UJB Acquisition Corp., a Washington corporation ("Buyer").

RECITALS

A. Seller and Buyer are parties to that certain Asset Purchase Agreement, dated as of March 16, 2017 (the "Purchase Agreement").

B. Seller is the record owner of certain registered trademarks, as more fully described on Exhibit A hereto (collectively, the "Marks").

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer hereby agree as follows

1. Definitions. Capitalized terms used herein but not defined herein shall have the meanings assigned such terms in the Purchase Agreement.

2. Assignment. In accordance with the Purchase Agreement, Seller hereby irrevocably grants, transfers, assigns and conveys unto Buyer all right, title and interest in, to and under the Marks, including, but not limited to, (a) all right, title and interest in, to and under all issuances, extensions and renewals of the Marks, together with the goodwill of the business connected with the use of, and symbolized by, the Marks, (b) all rights of any kind whatsoever of Seller accruing under any of the Marks provided by applicable Law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the Marks, and (d) any and all claims and causes of action, with respect to any of the Marks, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this Trademark Assignment Agreement upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the assigned Marks to Buyer, or any assignee or successor thereto.

4. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, Seller's and Buyer's representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets and the Assumed Liabilities, are incorporated herein by reference. Seller and Buyer acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement are not superseded hereby but remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement govern.

5. Counterparts; Electronic Transmission of Signatures. This Agreement may be executed in counterparts, and any party hereto may execute such counterpart, each of which when executed and delivered shall be deemed to be an original and both of which counterparts taken together shall constitute but one and the same instrument. The parties agree that the delivery of this Agreement by electronic exchange bearing the copies of the signature of a party shall be deemed an original for purposes of this Agreement.

6. Notices. All notices, requests, demands, claims and other communications hereunder shall be given in the manner set forth in the Purchase Agreement. Either party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other party notice of such change in the manner set forth in the Purchase Agreement.

7. Severability. Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8. Amendments. Any provision of this Agreement may be amended if, and only if, such amendment is in writing and is signed by each party to this Agreement.

9. Governing Law. This Agreement and the exhibit hereto shall be governed by and interpreted and enforced in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of laws rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

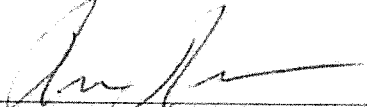
10. No Third Party Beneficiaries. No provision of this Agreement is intended to confer upon any Person other than the parties hereto any rights or remedies hereunder.

[Remainder of page intentionally left blank – signature page follows]

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

SELLER:

CUSTOM CONTROL CONCEPTS LLC

By: 
Name: William Weaver
Title: President

BUYER:

UJB ACQUISITION CORP.

By: _____
Name: David C. Burney
Title: Secretary and Treasurer

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

SELLER:

CUSTOM CONTROL CONCEPTS LLC

By: _____

Name: William Weaver

Title: President

BUYER:

UJB ACQUISITION CORP.



By: _____

Name: David C. Burney

Title: Secretary and Treasurer

EXHIBIT A

Marks

Mark	Jurisdiction	Application Number / Date	Registration Number / Date	Status
CCCENTINEL 	United States	86595708 April 13, 2015	N/A	Published (Pending)
CUSTOM CONTROL CONCEPTS	United States	85689268 July 27, 2012	4390813 August 27, 2013	Registered
CUSTOM CONTROL CONCEPTS	United States	85640268 May 31, 2012	4394747 September 3, 2013	Registered
	United States	85640264 May 31, 2012	4394746 September 3, 2013	Registered
IPLANE	United States	85307047 April 28, 2011	4303523 March 19, 2013	Registered
SKYSHOW	United States	85307055 April 28, 2011	4303523 December 25, 2012	Registered