

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504967

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP		01/03/2019	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Kellstrom Defense Aerospace, Inc.		
Street Address:	15501 SW 29th Street, Suite 101		
City:	Miramar		
State/Country:	FLORIDA		
Postal Code:	33027		
Entity Type:	Corporation: DELAWARE		
Name:	Kellstrom Repair Services, Inc.		
Street Address:	15501 SW 29th Street, Suite 101		
City:	Miramar		
State/Country:	FLORIDA		
Postal Code:	33027		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3848384	E2H ECS	
Registration Number:	4363955	HIGH TECH AVIONICS & ACCESSORIES	
Registration Number:	4453479	HIGH TECH AVIONICS & ACCESSORIES	
Registration Number:	2461752		
Registration Number:	2552942		
Serial Number:	78197443	KELLSTROM INDUSTRIES	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<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:	2127288000		
Email:	ipdept@willkie.com		
Correspondent Name:	Brandon R. Coyle		

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TRADEMARK

Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 125527.00007 BRC

NAME OF SUBMITTER: Brandon R. Coyle

SIGNATURE: /Brandon R. Coyle/

DATE SIGNED: 01/08/2019

Total Attachments: 3

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of January 3, 2019 (“Release”), is made by Antares Capital LP, successor to General Electric Capital Corporation, as administrative agent for the Secured Parties (“Agent”) in favor of Kellstrom Defense Aerospace, Inc., and Kellstrom Repair Services, Inc. (each an “Obligor”, and collectively, the “Obligors”).

WHEREAS, pursuant to that certain Guaranty and Security Agreement dated as of April 30, 2014 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”) by and among the Obligors, General Electric Capital Corporation, as administrative agent (“General Electric”), and others party thereto, and the Trademark Security Agreement dated as of April 30, 2014 by and among the Obligors and General Electric (“Trademark Security Agreement”), Obligors granted to General Electric, for the benefit of the Secured Parties, a continuing security interest in any and all right, title and interest of Obligors in and to all Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on May 1, 2014 at Reel 5271 Frame 0757;

WHEREAS, pursuant to that certain Assignment of Intellectual Property Security Agreements dated as of August 18, 2016 (“Assignment”), by and among General Electric and the Agent, General Electric assigned to the Agent all of its rights, remedies, duties and other obligations under the Copyright Security Agreement; and

WHEREAS, the Assignment was recorded at the USPTO on September 22, 2016 at Reel 5886 Frame 0323.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent, on behalf of the Secured Parties, and Obligors agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Trademark Security Agreement.

SECTION 2. Termination and Release. Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates the Trademark Security Agreement and terminates, cancels, discharges, and releases the continuing security interest in, and any and all right, title and interest of Obligors in and to, all of the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto; and

(b) authorizes the recordation of this Release with the USPTO at Obligors’ expense.

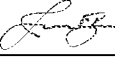
SECTION 3. Further Actions. The Agent agrees to take all further actions, and provide to the Obligors and their respective successors, assigns or other legal representatives, all such cooperation and assistance reasonably requested by any Obligor, at the applicable Obligor’s sole cost and expense, to more fully and effectively effectuate the purpose of this release.

SECTION 4. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York, without regarding to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Agent:

Antares Capital LP, as Agent

By: 

Name: Jonathan Balch

Title: Duly Authorized Signatory

Schedule A

U.S. Trademarks

Kellstrom Defense Aerospace, Inc., and Kellstrom Repair Services, Inc.

Trademark Registrations

<u>Owner</u>	<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration/ (Serial) Number</u>	<u>Registration/ (Application) Date</u>
Kellstrom Defense Aerospace, Inc.	E2H ECS	United States	3,848,384	9/14/10
Kellstrom Repair Services, Inc.	HIGH TECH AVIONICS & ACCESSORIES	United States	4,363,955	7/9/13
Kellstrom Repair Services, Inc.	HIGH TECH AVIONICS & ACCESSORIES and Design	United States	4,453,479	12/24/13
Kellstrom Defense Aerospace, Inc.	Miscellaneous Design	United States	2,461,752	6/19/2001
Kellstrom Defense Aerospace, Inc.	Miscellaneous Design	United States	2,552,942	3/26/2002
Kellstrom Defense Aerospace, Inc.	Kellstrom Industries TM	United States	78,197,443	7/17/2002