

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM508379

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rockwell Collins, Inc.		01/31/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	B/E Aerospace, Inc.		
<b>Street Address:</b>	150 Oak Plaza		
<b>City:</b>	Winston-Salem		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27105		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5379538	SMR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	713-651-5233		
<b>Email:</b>	aoidocket@nortonrosefulbright.com, andrea.shannon@nortonrosefulbright.com, ruth.przygoda@nortonrosefulbright.com		
<b>Correspondent Name:</b>	Norton Rose Fulbright US LLP		
<b>Address Line 1:</b>	1301 McKinney, Suite 5100		
<b>Address Line 4:</b>	Houston, TEXAS 77010-3095		
<b>ATTORNEY DOCKET NUMBER:</b>	1001023417		
<b>NAME OF SUBMITTER:</b>	Andrea K. Shannon		
<b>SIGNATURE:</b>	/Andrea K. Shannon/		
<b>DATE SIGNED:</b>	02/01/2019		
<b>Total Attachments: 4</b>			
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OP \$40.00 5379538



## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment"), dated as of February 1, 2019, is made by Rockwell Collins, Inc., a Delaware corporation having a business address of 400 Collins Road NE, Cedar Rapids, Iowa 52498 ("Assignor"), in favor of B/E Aerospace, Inc., a Delaware corporation having a business address of 150 Oak Plaza, Winston-Sale, NC 27015 ("Assignee").

WHEREAS, Assignor is the owner of the trademark registration listed in the attached Exhibit A on the Principal Register of the United States Patent and Trademark Office for the goods identified therein; and

WHEREAS, Assignee is a wholly owned subsidiary of Assignor and desires to acquire the trademark registration listed in Exhibit A together with the goodwill of the business symbolized by the mark and all common law rights associated therewith;

NOW THEREFORE, the parties agree as follows:

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers, releases and assigns to Assignee, and Assignee hereby accepts, all right, title, and interest in and to the following:
  - a. the trademark registration set forth on Exhibit A hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademark"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark;
  - b. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, including, but not limited to, common law trademark rights and a right of priority;
  - c. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
  - d. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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.
2. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the date first written above.

Assignor Rockwell Collins, Inc.

By: Holly N. Moore

Name: Holly N. Moore

Title: Assistant Secretary

STATE OF North Carolina  
COUNTY OF Mecklenburg

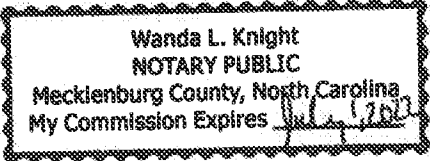
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Before me, the undersigned authority, on this 31<sup>st</sup> day of January, 2019, personally appeared Holly N. Moore known to me to be the person whose name is subscribed to the foregoing instruments and acknowledged to me that (he/she) is authorized to execute the same on behalf of the identified corporation and that (he/she) executed the same on behalf of the corporation for the purposes and consideration therein expressed.

Wanda L. Knight  
Notary Public, State of

Name Printed: Wanda L. Knight

My Commission Expires: July 1, 2022



Agreed to and accepted:

Assignee B/E Aerospace, Inc.

By: Holly N. Moore

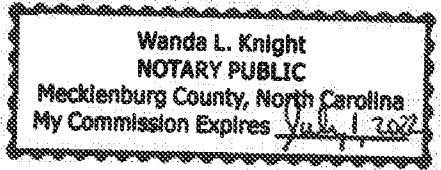
Name: Holly N. Moore

Title: Assistant Secretary

STATE OF North Carolina  
COUNTY OF Mecklenburg

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§

Before me, the undersigned authority, on this 31<sup>st</sup> day of January, 2019, personally appeared Holly N. Moore known to me to be the person whose name is subscribed to the foregoing instruments and acknowledged to me that (he/she) is authorized to execute the same on behalf of the identified corporation and that (he/she) executed the same on behalf of the corporation for the purposes and consideration therein expressed.



Wanda L. Knight  
Notary Public, State of North Carolina

Name Printed: Wanda L. Knight

My Commission Expires: July 1, 2022

**EXHIBIT A**

<b>Trademark</b>	<b>Registration No.</b>	<b>Jurisdiction</b>	<b>Goods &amp; Services</b>
SMR	5,379,538	United States	Class 9: lifeboats and life vests Class 12: structural parts for aircraft and railcars