

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511186

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|---|---------------------------------------|-----------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Antares Capital LP, as Agent | | 02/22/2019 | Limited Partnership: |
| RECEIVING PARTY DATA | | | |
| Name: | Pacific Aerospace & Electronics, Inc. | | |
| Street Address: | 434 OLDS STATION ROAD | | |
| City: | WENATCHEE | | |
| State/Country: | WASHINGTON | | |
| Postal Code: | 98801 | | |
| Entity Type: | Corporation: WASHINGTON | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3816192 | PA&E | |
| Registration Number: | 3717548 | KRYOFLEX | |
| Registration Number: | 3488733 | JUNIOR-D | |
| Registration Number: | 3576280 | LLWP | |
| Registration Number: | 3576279 | LWP | |
| Registration Number: | 1998984 | HERMETIC ADVANTAGE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2149813400 | | |
| <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: | 214-981-3483 | | |
| Email: | dclark@sidley.com | | |
| Correspondent Name: | Dusan Clark, Esq. | | |
| Address Line 1: | Sidley Austin LLP | | |
| Address Line 2: | 2021 McKinney Ave., Suite 2000 | | |
| Address Line 4: | Dallas, TEXAS 75201 | | |
| ATTORNEY DOCKET NUMBER: | 68262-30070 | | |
| NAME OF SUBMITTER: | Dusan Clark | | |
| SIGNATURE: | /Dusan Clark/ | | |
| DATE SIGNED: | 02/22/2019 | | |

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Total Attachments: 3

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of February 22, 2019, by Antares Capital LP, in its capacity as administrative agent ("Agent") to Pacific Aerospace & Electronics, Inc., a Washington corporation ("Grantor") pursuant to the Security Agreement (as defined below). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement.

WITNESSETH:

WHEREAS, Grantor and Agent were parties to that certain Trademark Security Agreement dated as of December 23, 2016 (the "Security Agreement"), pursuant to which Grantor granted a security interest to Agent in certain trademarks ("Trademarks") and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including certain of the trademarks set forth on Schedule I hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on January 6, 2017 at Reel 5960, Frame 0884;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by the parties to the Security Agreement:

1. Agent hereby terminates the Security Agreement and terminates and releases its security interest and all of its right, title and interest in and to the following (collectively the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. Agent hereby reassigns, grants and conveys to Grantor, both for itself and as successor-in-interest to Services, without any representation, recourse or undertaking by Agent, any and all of Agent's right, title and interest in and to the Trademarks and the Trademark Collateral.

3. Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

[Signature page follows]

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

ANTARES CAPITAL LP, as Agent

Joshua Becker

By: _____

Name: Joshua Becker

Its: Duly Authorized Signatory

**SCHEDULE I
TO
TRADEMARK RELEASE AND REASSIGNMENT**

1. Registered Trademarks:

| Trademark | Registration Number | Registration Date | Registered Owner |
|--------------------|----------------------------|--------------------------|---------------------------------------|
| PA&E | 3816192 | 7/13/2010 | Pacific Aerospace & Electronics, Inc. |
| KRYOFLEX | 3717548 | 12/1/2009 | Pacific Aerospace & Electronics, Inc. |
| JUNIOR-D | 3488733 | 8/19/2008 | Pacific Aerospace & Electronics, Inc. |
| LLWP | 3576280 | 2/17/2009 | Pacific Aerospace & Electronics, Inc. |
| LWP | 3576279 | 2/17/2009 | Pacific Aerospace & Electronics, Inc. |
| HERMETIC ADVANTAGE | 1998984 | 9/10/1996 | Pacific Aerospace & Electronics, Inc. |

2. Trademark Applications:

None.