

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514474

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, NATIONAL ASSOCIATION		03/14/2019	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Esterline Technologies Corporation
Street Address:	500 108th Avenue NE, Suite 1500
City:	Bellevue
State/Country:	WASHINGTON
Postal Code:	98004
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	1855681	ARMTEC
Registration Number:	3369513	ARMTEC
Registration Number:	3268417	ARMTEC
Registration Number:	0834690	AUXITROL
Registration Number:	2804587	AVISTA
Registration Number:	1747902	ESCI
Registration Number:	1905295	ESTERLINE
Registration Number:	2594288	ESTERLINE
Registration Number:	2658675	ESTERLINE
Registration Number:	2790224	ESTERLINE
Registration Number:	2585206	ESTERLINE
Registration Number:	2915021	ESTERLINE
Registration Number:	2944733	ESTERLINE
Registration Number:	3786337	ESTERLINE
Registration Number:	3862198	ESTERLINE
Registration Number:	3690725	ESTERLINE
Registration Number:	3753399	ESTERLINE
Registration Number:	3797729	ESTERLINE
Registration Number:	3677983	ESTERLINE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3677984	ESTERLINE
Registration Number:	3750810	ESTERLINE
Registration Number:	1775515	HYTEK
Registration Number:	2881529	JANCO
Registration Number:	2668319	KIRKHILL
Registration Number:	3833741	KIRKHILL
Registration Number:	2926955	KIRKHILL-TA
Registration Number:	2926956	KIRKHILL-TA
Registration Number:	2926957	KIRKHILL-TA
Registration Number:	2926958	KIRKHILL-TA
Registration Number:	0858855	KORRY
Registration Number:	1615474	KORRY
Registration Number:	0739665	KORRY
Registration Number:	0926718	LEACH
Registration Number:	2779544	LEACH
Registration Number:	1283172	MEMTRON
Registration Number:	2984442	NYLON MOLDING CORPORATION
Registration Number:	2706459	TA
Registration Number:	1192978	TA
Registration Number:	3793473	WALLOP

CORRESPONDENCE DATA

Fax Number: 2165790212
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: 216-586-3939
Email: abryk@jonesday.com, pcyngier@jonesday.com
Correspondent Name: AMANDA B. BRYK
Address Line 1: 901 LAKESIDE AVENUE
Address Line 2: JONES DAY
Address Line 4: CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER:	539602-600001
NAME OF SUBMITTER:	AMANDA B. BRYK
SIGNATURE:	/AMANDA B. BRYK/
DATE SIGNED:	03/15/2019

Total Attachments: 4
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RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of March 14, 2019 (this "Termination"), is made by WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent for the Secured Parties (in such capacity, the "Agent"), in favor of ESTERLINE TECHNOLOGIES CORPORATION (the "Company" and "Grantor"). Unless otherwise defined herein, capitalized terms defined in the Credit Agreement, the Security Agreement or the Trademark Security Agreement referred to below and used herein have the meanings given to them in the Credit Agreement, the Security Agreement or the Trademark Security Agreement, respectively.

WHEREAS, pursuant to the terms of that certain Credit Agreement, dated as of March 11, 2011 (as it may be amended, restated, amended and restated, modified, extended, replaced, or supplemented from time to time, the "Credit Agreement"), by and among the Company, the Foreign Borrowers (together with the Company, the "Borrowers"), the other Credit Parties from time to time party thereto, the financial institutions party thereto from time to time as lenders (collectively, the "Lenders") and the Agent, the Lenders provided a credit facility to the Borrowers;

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of March 11, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other Obligors party thereto and the Agent, to secure the prompt payment and performance of all Credit Party Obligations, the Grantor granted to the Agent a continuing security interest and Lien upon all personal property of the Grantor, whether tangible or intangible, including the Trademarks (as defined in the Trademark Security Agreement defined below), whether then owned or thereafter acquired, and wherever located;

WHEREAS, Grantor, pursuant to a Notice of Grant of Security Interest in Trademarks, by and among the Agent and Grantor (the "Grantor Trademark Security Agreement"), granted to the Agent for the benefit of the Secured Parties a continuing security interest in and continuing Lien on all of the Grantor's right, title and interest in and to the trademarks and trademark applications shown on Schedule 1 thereto;

WHEREAS, the Grantor Trademark Security Agreement was recorded at the United States Patent and Trademark Office on April 13, 2011, at Reel 004521, Frame No. 0295;

WHEREAS, the Agent has agreed to terminate and release its security interest in the trademarks and trademark applications identified on Schedule A attached hereto (collectively, the "Released Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Release of Lien. The Agent hereby releases the security interest and Lien of the Agent and the Secured Parties in the Released Trademarks identified on Schedule

A attached hereto. The Agent's and the Secured Parties' security interest and Lien is hereby terminated, cancelled and released without representation or warranty of any kind, express or implied, as of the date indicated above.

2. Authorization to Record. The Agent authorizes and requests that the United States Patent and Trademark Office and any applicable government officer record this Termination.
3. Further Cooperation. The Agent agrees to execute and deliver (at Grantor's expense) such further instruments and take such other or further actions as Grantor may reasonably request, in order to perfect, confirm or evidence such release.
4. Governing Law. This Termination shall be governed by, and construed and enforced in accordance with, the law of the State of New York.

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

Secured Party:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Agent

By: 

Name: Russ Carson
Title: Vice President

SCHEDULE A

RELEASED TRADEMARKS

<i>TRADEMARK</i>	<i>OWNER</i>	<i>SERIAL/ REGISTRATION NO.</i>	<i>FILING/ REGISTRATION DATE</i>
ARMTEC	Esterline Technologies Corporation	1,853,681	09/27/1994
ARMTEC	Esterline Technologies Corporation	3,369,513	01/15/2008
ARMTEC	Esterline Technologies Corporation	3,268,417	07/24/2007
AUXITROL	Esterline Technologies Corporation	0,834,690	09/05/1967
AVISTA	Esterline Technologies Corporation	2,804,587	01/13/2004
ESCI	Esterline Technologies Corporation	1,747,902	01/19/1993
ESTERLINE	Esterline Technologies Corporation	1,905,295	07/18/1995
ESTERLINE	Esterline Technologies Corporation	2,594,288	07/16/2002
ESTERLINE	Esterline Technologies Corporation	2,658,675	12/10/2002
ESTERLINE	Esterline Technologies Corporation	2,790,324	12/09/2003
ESTERLINE	Esterline Technologies Corporation	2,585,206	06/25/2002
ESTERLINE	Esterline Technologies Corporation	2,915,021	12/28/2004
ESTERLINE	Esterline Technologies Corporation	2,944,733	04/26/2005
ESTERLINE and Design	Esterline Technologies Corporation	3,786,337	05/04/2010
ESTERLINE and Design	Esterline Technologies Corporation	3,862,198	10/12/2010
ESTERLINE and Design	Esterline Technologies Corporation	3,690,725	09/29/2009
ESTERLINE and Design	Esterline Technologies Corporation	3,753,399	02/23/2010
ESTERLINE and Design	Esterline Technologies Corporation	3,797,729	06/01/2010
ESTERLINE and Design	Esterline Technologies Corporation	3,677,983	09/01/2009
ESTERLINE and Design	Esterline Technologies Corporation	3,677,984	09/01/2009
ESTERLINE and Design	Esterline Technologies Corporation	3,750,810	02/16/2010
HYTEK	Esterline Technologies Corporation	1,775,515	06/08/1993
JANCO	Esterline Technologies Corporation	2,881,529	09/07/2004
KIRKHILL	Esterline Technologies Corporation	2,668,319	12/31/2002
KIRKHILL	Esterline Technologies Corporation	3,833,741	08/17/2010
KIRKHILL-TA	Esterline Technologies Corporation	2,926,955	02/15/2005
KIRKHILL-TA	Esterline Technologies Corporation	2,926,956	02/15/2005
KIRKHILL-TA	Esterline Technologies Corporation	2,926,957	02/15/2005
KIRKHILL-TA	Esterline Technologies Corporation	2,926,958	02/15/2005
KORRY	Esterline Technologies Corporation	0,858,855	10/22/1968
KORRY	Esterline Technologies Corporation	1,615,474	10/02/1990
KORRY and Design	Esterline Technologies Corporation	0,739,665	10/23/1962
LEACH	Esterline Technologies Corporation	0,926,718	01/11/1972
LEACH	Esterline Technologies Corporation	2,779,544	11/04/2003
MEMTRON	Esterline Technologies Corporation	1,283,172	06/26/1984
NYLON MOLDING CORPORATION	Esterline Technologies Corporation	2,984,442	08/16/2005
TA	Esterline Technologies Corporation	2,706,459	04/15/2003
TA and Design	Esterline Technologies Corporation	1,192,978	04/06/1982
WALLOP	Esterline Technologies Corporation	3,793,473	05/25/2010