

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516934

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900484791		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
B/E Aerospace, Inc.		02/07/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SMR Acquisition LLC		
Street Address:	450 Lexington Ave., 4th Floor		
Internal Address:	c/o Loar Group, Inc.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4082600	ICE SHIELD	
Registration Number:	5379538	SMR	
CORRESPONDENCE DATA			
Fax Number:	2163634588		
<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:	2163634677		
Email:	dpoirier@beneschlaw.com		
Correspondent Name:	Duncan H. Poirier		
Address Line 1:	Benesch Friedlander Coplan & Aronoff LLP		
Address Line 2:	200 Public Square, Suite 2300		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	39156-18		
NAME OF SUBMITTER:	Duncan H. Poirier		
SIGNATURE:	/Duncan H. Poirier/		
DATE SIGNED:	04/02/2019		
Total Attachments: 5			

source=Microsoft Word - 11895804_2#page1.tif

source=Microsoft Word - 11895804_2#page2.tif

source=Microsoft Word - 11895804_2#page3.tif

source=Microsoft Word - 11895804_2#page4.tif

source=Microsoft Word - 11895804_2#page5.tif

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "**Assignment**") effective as of February 7, 2019, is entered into by and between B/E Aerospace, Inc., a Delaware corporation (the "Assignor"), and SMR Acquisition LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, Assignor, Assignee and those other parties signatory thereto have entered into that certain Purchase Agreement of May 31, 2018 (the "**Purchase Agreement**"), pursuant to which, among other things, Assignor has agreed to sell, assign, convey, transfer and deliver to Assignee all of its entire and undivided right, title and interest in the Trademarks set forth on Exhibit A of this Assignment (collectively, the "**Intellectual Property Assets**") along with all associated goodwill.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. All capitalized terms used in this Assignment but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

2. Assignment. Assignor hereby sells, assigns, and transfers to Assignee and Assignee's representatives, successors and assigns, all of the Intellectual Property Assets and Assignee hereby agrees to accept such sale, assignment, and transfer of the trademark registrations and applications set forth on Exhibit A hereto and all issuances, extensions and renewals thereof, together with the goodwill of the business connected with the use thereof and symbolized thereby.

3. Terms of the Purchase Agreement. 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 shall govern.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule of any other jurisdiction.

5. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

7. Binding Effect. This Assignment shall be binding upon and shall inure to the benefit of the parties and their representatives, successors, and assigns.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT A

INTELLECTUAL PROPERTY ASSETS

US Trademarks

1. ICE SHIELD

Serial No. 85/260,733

Registration No. 4082600

2. SMR

Serial No. 87/495,382

Registration No. 5379538