

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM540100

|   |  |                       |                       |
|---|--|-----------------------|-----------------------|
| <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>    |
| Esterline Technologies Corporation  |  | 09/09/2019            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                       |
| <b>Name:</b>  | Memtron Technologies Co.                           |                       |                       |
| <b>Street Address:</b>  | 530 North Franklin Street                          |                       |                       |
| <b>City:</b>  | Frankenmuth  |                       |                       |
| <b>State/Country:</b>   | MICHIGAN   |                       |                       |
| <b>Postal Code:</b>   | 48734  |                       |                       |
| <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>   | 1283172  | MEMTRON               |                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                       |
| <b>Fax Number:</b>  | 2166960740   |                       |                       |
| <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>   | 216-861-7079                                       |                       |                       |
| <b>Email:</b>   | creder@bakerlaw.com                                |                       |                       |
| <b>Correspondent Name:</b>  | Candice M. Reder                                   |                       |                       |
| <b>Address Line 1:</b>  | 127 Public Square, Key Tower, Suite 2000           |                       |                       |
| <b>Address Line 2:</b>  | BakerHostetler                                     |                       |                       |
| <b>Address Line 4:</b>  | Cleveland, OHIO 44114                              |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 027056.20008                                       |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Candice M. Reder                                   |                       |                       |
| <b>SIGNATURE:</b>   | /Candice M. Reder/                                 |                       |                       |
| <b>DATE SIGNED:</b>   | 09/10/2019   |                       |                       |
| <b>Total Attachments: 4</b>   |  |                       |                       |
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| source=Assignment#page2.tif   |  |                       |                       |
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“Assignment”) is made and entered into as of this 9<sup>th</sup> day of September, 2019, by and between Esterline Technologies Corporation, a Delaware Corporation, having a place of business at 500 108<sup>th</sup> Avenue Northeast, Suite 1500, Bellevue, Washington, 98004 (“Assignor”), and Memtron Technologies Co., a Delaware corporation, having a place of business at 530 North Franklin Street, Frankenmuth, Michigan 48734 (“Assignee”).

### RECITALS

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark registrations and applications appearing on the attached Schedule A (the “Trademarks”), and the goodwill associated therewith; and

WHEREAS, Assignee is desirous of obtaining all of Assignor’s rights in and to the Trademarks, and Assignor has agreed to assign, transfer, convey and deliver to Assignee all of Assignor’s right, title and interest in and to the Trademarks, together with the goodwill of the business pertaining thereto.

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

### AGREEMENT

1. Assignor hereby assigns, transfers, conveys and delivers to the Assignee all of its right, title and interest in and to all of the Trademarks, whatever those rights may be, including without limitation any and all registrations, applications, and/or common law rights for the Trademarks throughout the world, together with all of the goodwill symbolized thereby or associated therewith, and any and all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto including, without limitation, damages and payments, and all other rights to sue and recover at law or in equity, for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof.
2. Assignor hereby authorizes and requests the Commissioner of Trademarks in the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of all right, title and interest in and to the Trademarks in the appropriate jurisdiction and to deliver to Assignee, and to Assignee’s attorneys, successors, legal representatives or assigns, all official documents and communications.
3. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill Assignor’s obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee’s reasonable discretion, to consolidate, confirm, vest

and/or record Assignee's full and complete ownership of the Trademarks with the U.S. Patent and Trademark Office or equivalent foreign offices.

4. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which shall be deemed to constitute the same agreement. If any signature is delivered by email in PDF or similar electronic means, such signature shall create a valid and binding obligation of the party on whose behalf the signature is executed, with the same force and effect as if such PDF signature were an original thereof.
5. This Assignment shall be governed by the law of the State of Delaware without reference to the choice of law doctrine of such state.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed the Assignment as of the date first set forth above.

ASSIGNOR

**Esterline Technologies Corporation**

By Halle Terrion

Name: Halle Terrion

Title: Secretary

ASSIGNEE

**Memtron Technologies Co.**

By Halle Terrion

Name: Halle Terrion

Title: Secretary

**SCHEDULE A**

| <b>Jurisdiction</b> | <b>Registration Number</b> | <b>Trademark</b> |
|---------------------|----------------------------|------------------|
| United States       | 1283172                    | MEMTRON          |