

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557126

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Astronics DME LLC		07/12/2019	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Hughey & Phillips, LLC		
Street Address:	240 West Twain Avenue		
City:	Urbana		
State/Country:	OHIO		
Postal Code:	43078		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4262320	NAVIGATE SERIES	
CORRESPONDENCE DATA			
Fax Number:	6144642634		
<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:	614-465-5465		
Email:	trademarks@keglerbrown.com		
Correspondent Name:	Kegler Brown - JJN/S*B		
Address Line 1:	65 East State Street		
Address Line 2:	Suite 1800		
Address Line 4:	Columbus, OHIO 43215		
NAME OF SUBMITTER:	Jeffrey Nein, Ohio Bar Member		
SIGNATURE:	/JJN/		
DATE SIGNED:	01/13/2020		
Total Attachments: 5			
source=2019.07.12 Trademark Assignment NAVIGATE SERIES from Astronics to H&P#page1.tif			
source=2019.07.12 Trademark Assignment NAVIGATE SERIES from Astronics to H&P#page2.tif			
source=2019.07.12 Trademark Assignment NAVIGATE SERIES from Astronics to H&P#page3.tif			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“**Trademark Assignment**”), dated as of July 12, 2019, is made by **ASTRONICS DME LLC** (“**Assignor**”), a Florida limited liability company, in favor of **HUGHEY & PHILLIPS, LLC** (“**Assignee**”), an Ohio limited liability company, the purchaser of certain assets of Assignor pursuant to the Asset Purchase Agreement among Assignee, Assignor, and Astronics Corporation, a New York corporation, dated as of July 3, 2019 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following (collectively, the “**Assigned Trademarks**”):

(a) the trademark registrations and trademark applications set forth on Schedule A hereto and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(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;

(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. **Recordation and Further Actions.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including, without limitation, the execution and delivery of any

affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. **Terms of the Asset Purchase Agreement.** The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

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

5. **Successors and Assigns.** This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[Signature and Acknowledgment pages follow]

SCHEDULE A

Assigned Trademarks

Mark	Jurisdiction of Issuance, Registration or Filing	Registration Number	Issue, Registration or Filing Date	Current Status
NAVIGATE SERIES (Word Mark)	United States	Registration Number: 4262320	Registration Date: Dec 18, 2012	Live