

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM592048

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue Torch Finance LLC		02/27/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Kellstrom Defense Aerospace, Inc.		
Street Address:	15501 SW 29th Street		
Internal Address:	Suite 101		
City:	Miramar		
State/Country:	FLORIDA		
Postal Code:	33027		
Entity Type:	Corporation: DELAWARE		
Name:	Kellstrom Repair Services, Inc.		
Street Address:	15501 SW 29th Street		
Internal Address:	Suite 101		
City:	Miramar		
State/Country:	FLORIDA		
Postal Code:	33027		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5034242	SHORT-POD	
Registration Number:	4363955	HIGH TECH AVIONICS & ACCESSORIES	
Registration Number:	4453479	HIGH TECH AVIONICS & ACCESSORIES	
Registration Number:	3886916	E2H ECS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Heather Schneider		
Address Line 1:	787 Seventh Avenue		
TRADEMARK			

CH \$115.00 5034242

Address Line 4:	New York, NEW YORK 10019
ATTORNEY DOCKET NUMBER:	120593.5
NAME OF SUBMITTER:	Heather Schneider
SIGNATURE:	/Heather Schneider/
DATE SIGNED:	08/14/2020
Total Attachments: 5 source=Kellstrom - Release of Trademark Security Interest Agreement#page1.tif source=Kellstrom - Release of Trademark Security Interest Agreement#page2.tif source=Kellstrom - Release of Trademark Security Interest Agreement#page3.tif source=Kellstrom - Release of Trademark Security Interest Agreement#page4.tif source=Kellstrom - Release of Trademark Security Interest Agreement#page5.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of February 27, 2020 (the “Effective Date”), is made by Blue Torch Finance LLC, as administrative agent for the Secured Parties (the “Agent”), in favor of Kellstrom Defense Aerospace, Inc., a Delaware corporation (“Kellstrom Defense”), and Kellstrom Repair Services, Inc., a Delaware corporation (collectively, with Kellstrom Defense, the “Grantors”).

WHEREAS, pursuant to that certain Guaranty and Security Agreement, dated as of January 3, 2019 (the “Security Agreement”), made by the Grantors and the other Loan Parties from time to time party thereto in favor of the Agent, the Grantors granted to the Agent a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Trademark Security Agreement, dated as of January 3, 2019 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 4, 2019 at Reel/Frame 6517/0672;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates, and cancels all of its security interest in and to the Trademarks, including but not limited to the trademarks and trademark licenses set forth in Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title, or interest in and to the Trademarks under the Trademark Security Agreement or the Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys, and re-assigns such right, title or interest to the Grantors. The Agent authorizes and requests that this Release be recorded at the United States Patent and Trademark Office.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantors all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, to more fully and effectively effectuate the purposes of this Release.
5. Counterparts. This Release may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument. The Grantors

acknowledge that this Release is and shall be effective upon execution and delivery by the parties hereto. Delivery of an executed counterpart of a signature page of this Release by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Release.

6. Severability. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Release shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

7. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with and governed exclusively by the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Signature pages follow]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

BLUE TORCH FINANCE LLC,

By: Blue Torch Capital LP, its managing member

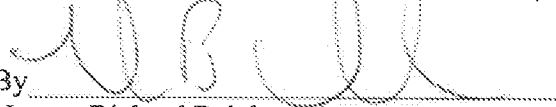
By: 

Name: Kevin Cronda
Title: CEO

[Signature page to Release of Security Interests in Trademarks]

GRANTORS:


KELLSTROM DEFENSE AEROSPACE, INC.

By 

Name: Richard Drinkward

Title: Chief Financial Officer and Secretary

KELLSTROM REPAIR SERVICES, INC.

By 

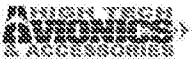
Name: Richard Drinkward

Title: Chief Financial Officer and Secretary

[Signature page to Release of Security Interests in Trademarks]

SCHEDULE I

Trademarks:

Owner	Trademark	Image	Application #	Application Date	Registration #	Registration Date
Kellstrom Defense Aerospace, Inc.	SHORT-POD	Standard Character Mark	86549969	3/2/2015	5034242	9/6/2016
Kellstrom Repair Services, Inc.	HIGH TECH AVIONICS & ACCESSORIES	Standard Character Mark	85761850	10/24/2012	4363955	7/9/2013
Kellstrom Repair Services, Inc.	HIGH TECH AVIONICS & ACCESSORIES (design)		85761855	10/24/2012	4453479	12/24/2013
Kellstrom Defense Aerospace, Inc.	E2H ECS	Standard Character Mark	77609321	11/6/2008	3886916	12/7/2010