

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM596835

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Seattle Avionics, Inc.		09/03/2020	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	APG Avionics, LLC		
Street Address:	2126 Hamilton Rd.		
Internal Address:	#206,		
City:	Argyle		
State/Country:	TEXAS		
Postal Code:	76226		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90130193	FLYQ	
Serial Number:	90130208	FLYQ	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128623837		
Email:	raza.siddiqui@kirkland.com		
Correspondent Name:	Raza Siddiqui, Senior Paralegal		
Address Line 1:	300 N. LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	48587-3		
NAME OF SUBMITTER:	Raza Siddiqui		
SIGNATURE:	/razasiddiqui/		
DATE SIGNED:	09/10/2020		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”) is entered into as of September 3, 2020 (the “Effective Date”) by and between Seattle Avionics, Inc., a Washington corporation (“Assignor”) and APG Avionics, LLC, a Delaware limited liability company (“Assignee”, and together with Assignor, the “Parties”).

WHEREAS, pursuant to that certain Asset Purchase Agreement (“Purchase Agreement”), dated as of the date hereof, by and between Assignor, Assignee, and the other parties thereto, Assignor has agreed to assign (or cause to be assigned) to Purchaser (or its designee) all of its right, title and interest in and to its intellectual property rights, including the trademark registrations and applications set forth on Schedule A attached hereto (collectively, the “Transferred Trademarks”); and

WHEREAS, Assignor is the current registered owner of the Transferred Trademarks, and in furtherance of the Purchase Agreement, Assignor desires to sell, assign, transfer and convey to Assignee, and Assignee desires to acquire and assume, the Transferred Trademarks.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

2. Assignment. Assignor hereby irrevocably sells, assigns, transfers and conveys and agrees to sell, assign, transfer, and convey to Assignee all of Assignor’s right, title, and interest in and to the Transferred Trademarks, including any common law, statutory and other rights associated therewith, together with (i) the goodwill of the business symbolized by the Trademarks Trademarks, and (ii) the right to seek and obtain damages for the past, present or future infringement, misappropriation or other violation thereof. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and the corresponding entity or agency in any other jurisdiction, to record and register Assignee as the assignee and owner of the Transferred Trademarks.

3. Further Assurances. From time to time after the Effective Date, and for no further consideration, Assignor shall execute, acknowledge and deliver such assignments, transfers, consents, assumptions and other documents and instruments and take such other actions as may be requested by Assignee to effect the assignment of all rights, title and interest in and to the Transferred Trademarks to Assignee, and to confirm and evidence such assignment and enable Assignee to secure, register, maintain, enforce and otherwise fully protect its rights, title and interest in and to the Transferred Trademarks. Assignor, upon Assignee’s request, shall take all further actions, and provide Assignee all such cooperation and assistance (including, but not limited to, the execution and delivery of any and all affidavits, declarations, oaths, powers of attorney and other documentation), to more fully effectuate the purposes of this Agreement. Should Assignee opt to take action against any actual or suspected infringers or other violators of any of the Transferred Trademarks, upon Assignee’s request, Assignor shall, at Assignee’s expense, provide Assignee all cooperation in connection therewith including, but not limited to, by offering testimony.

4. Counterparts; Successors. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each Party and delivered (by facsimile, electronic mail, or otherwise) to the other Party.

Signatures to this Agreement transmitted by facsimile, by electronic mail in “portable document format” (“.pdf”), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signatures. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, except that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or transferred by either Party (whether by operation of law or otherwise) without the prior written consent of the other Party.

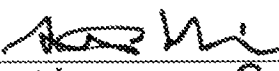
5. Governing Law. ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THIS AGREEMENT AND SCHEDULE A ATTACHED HERETO SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO CONFLICTS OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANY OTHER STATE.

[Signature Pages Follow.]

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties hereto as of and on the date first above written.

ASSIGNOR:

SEATTLE AVIONICS, INC.

By: 
Name: Steven T. Podraskich
Its: CEO

ASSIGNEE:

APG AVIONICS, LLC

By: _____
Name: Renato Giger
Its: Chief Financial Officer, Treasurer
and Secretary

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties hereto as of and on the date first above written.

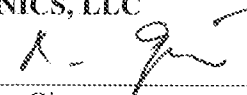
ASSIGNOR:

SEATTLE AVIONICS, INC.

By: _____
Name:
Its:

ASSIGNEE:

APG AVIONICS, LLC

By: _____ 
Name: Renato Giger
Its: Chief Financial Officer, Treasurer
and Secretary

[Signature Page to Trademark Assignment Agreement]

SCHEDULE A

TRADEMARK REGISTRATIONS

None

TRADEMARK APPLICATIONS

Mark	Application Number	Application Date	Jurisdiction	Current Owner of Record
FLYQ	90/130,193	August 21, 2020	U.S.	Seattle Avionics, Inc.
FLYQ (stylized)	90/130,208	August 21, 2020	U.S.	Seattle Avionics, Inc.