

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605566

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		10/05/2020	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Spirit AeroSystems, Inc.		
Street Address:	3801 S. Oliver St.		
City:	Wichita		
State/Country:	KANSAS		
Postal Code:	67278		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5846716	JF	
Registration Number:	5520237	WHERE FLIGHT BEGINS	
Registration Number:	4401024	INFLEXION	
Registration Number:	4233988	SPIRIT EXACT	
Registration Number:	3331271	SPIRIT AEROSYSTEMS	
Registration Number:	3330916	SPIRIT AEROSYSTEMS	
Serial Number:	88002090	JOULE FORM	
CORRESPONDENCE DATA			
Fax Number:	2122919868		
<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:	2125584229		
Email:	demarcor@sullcrom.com, nguyenb@sullcrom.com		
Correspondent Name:	Raffaele A. DeMarco		
Address Line 1:	125 Broad Street		
Address Line 2:	Sullivan & Cromwell LLP		
Address Line 4:	New York, NEW YORK 10004-2498		
NAME OF SUBMITTER:	RAFFAELE A. DEMARCO		
SIGNATURE:	/RAFFAELE A. DEMARCO/		

OP \$190.00 5846716

DATE SIGNED:	10/26/2020
Total Attachments: 3 source= Spirit - Release of Trademarks#page1.tif source= Spirit - Release of Trademarks#page2.tif source= Spirit - Release of Trademarks#page3.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of October 5, 2020 (this “Release”), is made by Bank of America, N.A., as Collateral Agent (in such capacity, the “Collateral Agent”) in favor of Spirit AeroSystems, Inc., a Delaware corporation (the “Obligor”).

RECITALS

WHEREAS, pursuant to that certain Security and Pledge Agreement, dated as of February 24, 2020 (as amended, restated, amended and restated, supplemented, extended, replaced, and/or otherwise modified in writing from time to time, the “Security Agreement”), by and among the Obligor, the Collateral Agent, and the other parties from time to time party thereto, the Obligor granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in, and a right to set off against, any and all right, title and interest of the Obligor in and to all Trademarks, all Trademark Licenses, and all Proceeds of any of the foregoing, in each case, excluding any Excluded Property (collectively, the “Trademark Collateral”); and

WHEREAS, pursuant to the Security Agreement, the Obligor executed and delivered to the Collateral Agent, for the benefit of the Secured Parties, that certain Notice of Grant of Security Interest in Trademarks, recorded at the United States Patent and Trademark Office (the “USPTO”) on February 24, 2020 at Reel 6872, Frame 0834 (the “Notice”).

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

AGREEMENT

Section 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings provided for such terms in the Security Agreement and/or the Notice, as the case may be.

Section 2. Termination and Release. The Collateral Agent, on behalf of the Secured Parties, without any representation, warranty or recourse, hereby:

(a) terminates, cancels, discharges and releases the continuing security interest in, and the right to set off against, any and all right, title and interest of the Obligor in and to all Trademark Collateral (including, without limitation, the Trademark Collateral listed on Schedule A attached hereto) granted pursuant to the Security Agreement and/or the Notice, as the case may be; and

(b) authorizes the recordation of this Release with the USPTO at the Obligor’s sole expense.


Section 3. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Collateral Agent, on behalf of the Secured Parties, has caused this Release to be duly executed by its duly authorized officer as of the day and year first written above.

COLLATERAL AGENT:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: Kevin Ahart
Title: Vice President

[Signature Page Ends]

Spirit AeroSystems, Inc.
(a Delaware corporation)

**U.S. Trademarks Subject to Security Interest
Granted by Spirit AeroSystems, Inc.
In Favor of Bank of America, N.A., as Collateral Agent
Recorded February 24, 2020 at Reel 6872, Frame 0834**

Trademark Registrations:

Mark	Reg. No.	Reg. Date
JF and Design	5846716	08/27/2019
WHERE FLIGHT BEGINS	5520237	07/17/2018
INFLEXION	4401024	09/10/2013
SPIRIT EXACT	4233988	10/30/2012
SPIRIT AEROSYSTEMS and Design	3331271	11/06/2007
SPIRIT AEROSYSTEMS	3330916	11/06/2007

Trademark Application:

Mark	Appl. No.	Filing Date
JOULE FORM	88002090	06/15/2018

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