

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM606833

<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		11/03/2020	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Avista, Inc.		
<b>Street Address:</b>	1575 East Business Highway 151		
<b>Internal Address:</b>	P.O. Box 636		
<b>City:</b>	Plateville		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53818		
<b>Entity Type:</b>	Corporation: WISCONSIN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76495441	AVISTA	
<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>	513-929-3413		
<b>Email:</b>	nsamad@bakerlaw.com		
<b>Correspondent Name:</b>	John Mueller		
<b>Address Line 1:</b>	312 Walnut Street		
<b>Address Line 2:</b>	Suite 3200		
<b>Address Line 4:</b>	Cincinnati, OHIO 45202-4074		
<b>ATTORNEY DOCKET NUMBER:</b>	027056.000178		
<b>NAME OF SUBMITTER:</b>	John Mueller		
<b>SIGNATURE:</b>	/John Mueller/		
<b>DATE SIGNED:</b>	11/04/2020		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Agreement**”) is entered into as of November 3, 2020 by and between Esterline Technologies Corporation, a Delaware corporation with offices at 1301 East 9th Street, Suite 3000, Cleveland, OH 44114 (“**Esterline**”) and Avista, Inc., a Wisconsin corporation with an address at P.O. Box 636, 1575 East Business Highway 151, Platteville, WI 53818 (“**Avista**”). Each of Esterline and Avista may be referred to in herein individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, pursuant to the terms of this Agreement, Esterline, as assignor, has agreed to assign to Avista, and Avista, as assignee, has agreed to accept the assignment of, the Assigned Trademark (as defined below).

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. Esterline hereby irrevocably conveys, transfers, and assigns to Avista, and Avista hereby accepts, all of Esterline’s right, title, and interest in and to the following:

(a) the trademark registration set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademark**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark;

(b) all rights of any kind whatsoever of Esterline 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. Esterline hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Agreement upon request by Avista. Following the date hereof, upon Avista's reasonable request, and at Avista's sole cost and expense, Esterline shall take such steps and actions, and provide such cooperation and assistance to Avista and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademark to Avista, or any assignee or successor thereto.

3. Governing Law. This Agreement, for all purposes, shall be construed in accordance with the laws of the State of Washington, without regard to conflicts-of-law principles.

4. Miscellaneous. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior negotiations, understandings, undertakings

or agreements (whether oral or written) between the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective transferees, successors and assigns. Any amendment or modification of this Agreement, or any waiver of its terms, in order to be binding, must be written and signed by both Parties. If any provision of this Agreement shall be deemed invalid or unenforceable, in whole or in part, or as applied to any circumstance, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, or shall be deemed excised from this Agreement, as the case may require, and this Agreement shall then be construed and enforced to the maximum extent permitted by law. This Agreement may be delivered electronically and executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.

*[Signatures to follow]*



IN WITNESS WHEREOF, each Party has caused this Agreement to be executed as of the date first written above.

ESTERLINE TECHNOLOGIES CORPORATION,  
a Delaware corporation

By: \_\_\_\_\_  
Name: Halle F. Terrion  
Title: Secretary

AVISTA, INC.,  
a Wisconsin corporation

By:  \_\_\_\_\_  
Name: Steve Ungs  
Title: President

**SCHEDULE 1**  
**Assigned Trademark**

<b>Country</b>	<b>Title</b>	<b>Application No.</b>	<b>Registration No.</b>
United States	Avista	76495441	2804587