

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626149

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|---|---------------------------------------|------------------------|----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Fidus Mezzanine Capital II, L.P. | | 02/11/2021 | Limited Partnership: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | FDS Avionics Corp. | | |
| Street Address: | 6435 Shiloh Rd., Suite D | | |
| City: | Alpharetta | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30005 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3787872 | FLY HD | |
| Registration Number: | 4253447 | FORM FIT FUNCTION PLUS | |
| 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: | 7043778156 | | |
| Email: | jcarusone@robinsonbradshaw.com | | |
| Correspondent Name: | Jennifer Carusone | | |
| Address Line 1: | 101 N. Tryon St. Suite 1900 | | |
| Address Line 2: | c/o Robinson, Bradshaw & Hinson, P.A. | | |
| Address Line 4: | Charlotte, NORTH CAROLINA 28246 | | |
| NAME OF SUBMITTER: | Jennifer Carusone | | |
| SIGNATURE: | /Jennifer Carusone/ | | |
| DATE SIGNED: | 02/12/2021 | | |
| Total Attachments: 4 | | | |
| source=Fidus - FDS - 2021 Debt - Termination of IP Security Agreement (Executed)#page1.tif | | | |
| source=Fidus - FDS - 2021 Debt - Termination of IP Security Agreement (Executed)#page2.tif | | | |
| source=Fidus - FDS - 2021 Debt - Termination of IP Security Agreement (Executed)#page3.tif | | | |

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS**, dated as of February 11, 2021 (“Release”), is made by **FIDUS MEZZANINE CAPITAL II, L.P.**, a Delaware limited partnership, as Grantee (“Grantee”) in favor of **FDS AVIONICS CORP.**, a Delaware corporation (“Grantor”), pursuant to that certain Security Agreement dated November 5, 2014 (as amended, modified, restated or supplemented from time to time, the “Security Agreement”);

WHEREAS, in connection with the Security Agreement, Grantor executed and delivered a certain Assignment and Grant of Security Interest in Patents and Trademarks, dated as of November 5, 2014 (the “Patent and Trademark Security Agreement”), which is recorded at the United States Patent and Trademark Office (“USPTO”) on November 10, 2014 at Reel 5398 Frame 0157 and at Reel 34135 Frame 0829 (“Notices”), whereby Grantor granted to Grantee, a continuing security interest in any and all of Grantor’s right, title, and interest in and to Patents including those Patents listed on Schedule I attached hereto and Trademarks including those Trademarks listed on Schedule II attached hereto;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Patent and Trademark Security Agreement.

SECTION 2. Termination and Release. Grantee, without representation, warranty, or recourse, hereby irrevocably terminates, cancels, discharges, and releases the continuing security interest in Grantor’s right, title, and interest in and to the Patents and Trademarks, and the use thereof, together with all proceeds and products thereof and the goodwill of the business symbolized by the Trademarks and the Patents, granted pursuant to the Patent and Trademark Security Agreement and the Notices. The Grantee hereby authorizes the Grantor, and any of their designees, to file this Release with the USPTO and/or any other applicable governmental office or agency to evidence the release and termination of the security interest in the Patents and Trademarks contemplated hereby. Grantee agrees to execute and deliver to the Grantor all other instruments and other documents as the Grantor may reasonably request to release the security interest in the Patents and Trademarks which had been granted under the Notices, in each case, at the sole expense of the Grantor.

[signature page follows]

IN WITNESS WHEREOF, Grantee has caused this Termination and Release of Security Interest in Patents and Trademarks to be duly executed as of the date first set forth above.

Grantee:

FIDUS MEZZANINE CAPITAL II, L.P.

By: Fidus Investment GP, LLC, its General Partner

By: Fidus Investment Advisors, LLC, its Manager

By: 

Name: Robert G. Lesley, Jr.

Title: Manager

SIGNATURE PAGE TO
TERMINATION AND RELEASE OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS

TRADEMARK
REEL: 007191 FRAME: 0684

SCHEDULE 1

PATENTS

| CREDIT PARTY | COUNTRY | REG./APP. NO. | FILING DATE |
|--------------------|---------|---------------|----------------|
| FDS Avionics Corp. | U.S. | US D518,819 S | April 11, 2006 |
| FDS Avionics Corp. | U.S. | US D564,495 S | March 25, 2008 |
| | | | |

SCHEDULE 1

TRADEMARKS

| CREDIT PARTY | COUNTRY | REG./APP. NO. | FILING DATE | MARK |
|--------------------|---------|---------------|------------------|------------------------|
| FDS Avionics Corp. | U.S. | 3787872 | January 29, 2008 | Fly HD |
| FDS Avionics Corp. | U.S. | 4253447 | April 11, 2014 | Form Fit Function Plus |