

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM721523

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900668827		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Walter Dorwin Teague Associates, Inc.		07/28/2021	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Pexco Aerospace, Inc.		
Street Address:	2405 South Third Ave.		
City:	Union Gap		
State/Country:	WASHINGTON		
Postal Code:	98903		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90025628	AIRSHIELD	
CORRESPONDENCE DATA			
Fax Number:	2165925009		
<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:	216-696-5663		
Email:	trademarks@tuckerellis.com		
Correspondent Name:	Patrick F. Clunk c/o Tucker Ellis LLP		
Address Line 1:	950 Main Avenue		
Address Line 2:	Suite 1100		
Address Line 4:	Cleveland, OHIO 44113		
ATTORNEY DOCKET NUMBER:	017430-000013		
NAME OF SUBMITTER:	Patrick F. Clunk		
SIGNATURE:	/Patrick F. Clunk/		
DATE SIGNED:	04/15/2022		
Total Attachments: 5			
source=2021-07-28-Trademark assignment#page1.tif			
source=2021-07-28-Trademark assignment#page2.tif			

source=2021-07-28-Trademark assignment#page3.tif

source=2021-07-28-Trademark assignment#page4.tif

source=CoverSheet#page1.tif

Schedule E - Trademark Assignment

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (together with all Schedules hereto, this "Trademark Assignment"), is made and entered into effective as of July 28, 2021 (the "Effective Date"), between Walter Dorwin Teague Associates, Inc., a Washington corporation, with offices located at 110 Union Street, Suite 400, Seattle, WA, 98119 ("Seller"), and Pexco Aerospace, Inc., a Delaware corporation and a wholly-owned subsidiary of TransDigm, Inc., a Delaware Corporation, with offices located at 2405 South Third Ave, Union Gap, WA, 98903 ("Buyer") (collectively, the "Parties," or each, individually, a "Party"). Capitalized terms used, but not defined herein, shall have the meanings set forth in the Purchase Agreement (as defined below). Each of the parties named above may be referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, under the terms of that certain Intellectual Property Purchase Agreement, dated as of the date hereof, by and among Seller and Buyer, (the "Purchase Agreement"), Seller has conveyed, assigned and transferred to Buyer certain Purchased Intellectual Property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the for recording with the United States Patent and Trademark Office and corresponding governmental entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties hereto agree as follows:

8. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and without limiting the Purchase Agreement, Seller hereby absolutely, irrevocably, and unconditionally distributes, conveys, assigns, and transfers to Buyer (on behalf of itself and its successors and permitted assigns), and Buyer hereby accepts, all of the entire worldwide right, title, and interest in and to the following Purchased Intellectual Property, free and clear of all Liens of any kind whatsoever, including without limitation, in and to the following (collectively, the "Assigned Trademark Rights"):

(a) the trademarks, trademark registrations and trademark applications set forth on Schedule I hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, associated with, or symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of the Seller 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 prosecute, sue, enforce, collect, recover, or retain damages, costs, or attorneys' fees with

execute, and revise this Trademark Assignment in accordance therewith and in satisfaction thereof.

13. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

14. Governing law; Jurisdiction; Waiver of Jury Trial. This Trademark Assignment, its construction and the determination of any contractual or non-contractual rights, duties or remedies of the Parties arising out of or relating to this Agreement will be governed by, enforced under and construed in accordance with the laws of the United States and the State of Washington, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws. Any legal suit, action or proceeding arising out of or relating to this Agreement may be instituted in the federal courts of the United States of America, or the courts of the State of Washington, in each case located in the State of Washington, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth in this Agreement will be effective service of process for any suit, action or proceeding brought in any such court. The Parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or proceeding in such court and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES ANY RIGHTS SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF OR IN CONNECTION WITH THIS ASSIGNMENT AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed and delivered as of the date first above written.

SELLER:

Walter Dorwin Teague Associates, Inc.

By: [Signature]

Name: Alain Durand

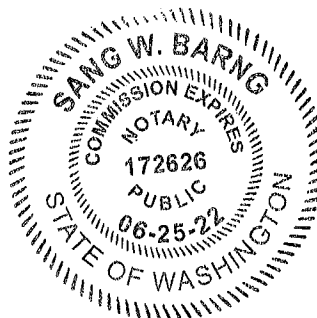
Title: CFO

State of Washington
County of King

I certify that Alain Durand
Is the Person(s) who appeared before me,
and acknowledged that (he/she/they) signed
this as (his/her/their) voluntary act.

Date 07/29/2021 [Signature]
(seal or stamp) (signature)

06/25/2022
(My Commission expires)



AGREED TO AND ACCEPTED:

BUYER:

Pexco Aerospace, Inc.

By: [Signature]

Name: Kip J. Freeman

Title: President

ACKNOWLEDGMENT

STATE OF WASHINGTON)SS.
COUNTY OF YAKIMA

On the Aug 2nd, 2021, before me personally appeared Kip Freeman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President of Pexco Aerospace, Inc., the limited liability company described, and acknowledged the instrument to be the free act and deed of Pexco Aerospace, Inc. for the uses and purposes mentioned in the instrument.

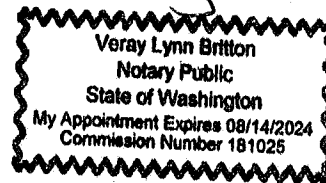
[Signature]

My Commission Expires: 08/14/2024
No expiration

Notary

Public

Printed Name: Veray Britton



TRADEMARK

REEL: 007683 FRAME: 0521

Execution Copy

Confidential

Schedule B – Trademarks

U.S. trademark application Serial No. 90/025,628 and International Registration No. 1574511.

M.L.