

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM796538

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900745428

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Astronics Custom Control Concepts Inc.		01/19/2023	Corporation: WASHINGTON
Astronics DME LLC		01/19/2023	Limited Liability Company: FLORIDA
Astronics Corporation		01/19/2023	Corporation: NEW YORK
Luminescent Systems, Inc.		01/19/2023	Corporation: NEW YORK
Astronics Test Systems Inc.		01/19/2023	Corporation: DELAWARE
Astronics Advanced Electronic Systems Corp.		01/19/2023	Corporation: WASHINGTON
Astronics Connectivity Systems & Certification Corp.		01/19/2023	Corporation: ILLINOIS
Astronics Aerosat Corporation		01/19/2023	Corporation: NEW HAMPSHIRE
PECO, Inc.		01/19/2023	Corporation: OREGON
Diagnosys Inc.		01/19/2023	Corporation: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Great Rock Capital Partners Management, LLC
<b>Street Address:</b>	285 riverside Avenue
<b>City:</b>	Westport
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06880
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 34**

Property Type	Number	Word Mark
<b>Registration Number:</b>	2721930	ARCSAFE
<b>Registration Number:</b>	2674052	BUSBOX
<b>Registration Number:</b>	2676611	COPILOT
<b>Registration Number:</b>	3161955	COREPOWER
<b>Registration Number:</b>	2657465	EMPOWER
<b>Registration Number:</b>	2657469	EMPOWER

Property Type	Number	Word Mark
Registration Number:	2759652	OMNIBUS
Registration Number:	4596508	VERTICAL POWER
Registration Number:	5109265	WEBCS
Registration Number:	4881144	WEBFB
Registration Number:	3044748	AEROSAT
Registration Number:	5114793	FLITESTREAM
Registration Number:	5536094	CABINPINNACLE
Registration Number:	2934904	
Registration Number:	2930735	T
Registration Number:	2920497	TELEFONIX
Registration Number:	5291491	
Registration Number:	4394746	CUSTOM CONTROL CONCEPTS
Registration Number:	4394747	CUSTOM CONTROL CONCEPTS
Registration Number:	4303523	IPLANE
Registration Number:	4498508	SATRO
Registration Number:	4263161	SKYSHOW
Registration Number:	2810579	TEST EZ
Registration Number:	3370067	AIR LITE
Registration Number:	3323933	FREEDOM
Registration Number:	2486620	TESTBASE
Registration Number:	2482992	ADAPT-A-SWITCH
Registration Number:	1701465	TYX
Registration Number:	1520625	PAWS
Registration Number:	2807093	MAX-VIZ
Registration Number:	2900798	MAX-VIZ
Registration Number:	3782878	SEE CLEARLY, FLY SAFELY
Registration Number:	3756229	SEE CLEARLY, FLY SAFELY
Registration Number:	0921332	PECO

**CORRESPONDENCE DATA**

**Fax Number:** 2158325619

*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.*

**Phone:** 2155695619

**Email:** timothy.pecsenye@blankrome.com

**Correspondent Name:** Timothy D. Pecsénye (159335-01022 F.M.)

**Address Line 1:** Blank Rome LLP

**Address Line 2:** One Logan Square. 8th Floor

**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

<b>ATTORNEY DOCKET NUMBER:</b>	159335-01022
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
<b>DATE SIGNED:</b>	03/22/2023

**Total Attachments: 7**

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of January 19, 2023, (this “**Agreement**”), among ASTRONICS CUSTOM CONTROL CONCEPTS INC., a Washington corporation (“**ACCC**”), ASTRONICS DME LLC, a Florida limited liability company (“**DME**”), ASTRONICS TEST SYSTEMS INC., a Delaware corporation (“**ATS**”), ASTRONICS ADVANCED ELECTRONIC SYSTEMS CORP., a Washington corporation (“**Astronics Advanced**”), ASTRONICS CONNECTIVITY SYSTEMS & CERTIFICATION CORP., an Illinois corporation (“**ACSCC**”), ASTRONICS AEROSAT CORPORATION, a New Hampshire corporation (“**Astronics AeroSat**”), PECO, INC., an Oregon corporation (“**PECO**”), and any other Grantors from time to time party hereto (together with ACCC, DME, ATS, Astronics Advanced, ACSCC, Astronics AeroSat and PECO collectively, the “**Grantors**” and each a “**Grantor**”), and GREAT ROCK CAPITAL PARTNERS MANAGEMENT, LLC, as administrative agent (in such capacity, together with its successors and assigns, if any, in such capacity, “**Agent**”) for the Lenders under the below defined Loan Agreement.

Reference is made to that Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), by and among Grantors, Astronics Corporation, a New York corporation (“**Astronics**”), Astronics Connectivity Systems & Certification Corp., an Illinois corporation (“**ACSCC**”), Luminescent Systems, Inc., a New York corporation (“**LSI**”), Freedom Communication Technologies Inc., a Delaware corporation (“**Freedom**”), Diagnosys Holdings Inc., a Delaware corporation (“**Diagnosys Holdings**”), Diagnosys Inc., a Delaware corporation (“**Diagnosys**”), Astronics Air LLC, a New York limited liability company (“**Astronics Air**”), Astronics Air II LLC, a New Hampshire limited liability company (“**Astronics Air II**”); and together with Grantors, Astronics, LSI, Freedom, Diagnosys Holdings, Diagnosys, Astronics Air, and each other entity that becomes a party thereto as a “**Borrower**” in accordance with the terms and conditions thereof, each a “**Borrower**” and collectively, the “**Borrowers**”), the “**Guarantors**” party thereto from time to time, the lenders from time to time party thereto (each of such lenders, together with its successors and permitted assigns, a “**Lender**” and collectively, the “**Lenders**”), and Agent and (ii) that certain Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Borrowers, Guarantors and Agent. The Lenders have agreed to make Revolving Loans and Term Loans to the Borrowers subject to the terms and conditions set forth in the Loan Agreement. The obligations of the Lenders to make such Loans are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Loan Agreement. The rules of construction specified in the Loan Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Loan Agreement and the Security Agreement, hereby grants to the Agent, its successors and assigns, for the benefit of the Lenders, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest under the laws of the United States; (collectively, the “**Trademark Collateral**”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business

identifiers, designs and general intangibles of like nature, the goodwill of the business symbolized thereby or associated therewith, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”); and

(b) all rights and privileges arising under applicable law with respect to such Grantor’s use of any Trademarks;

(c) all extensions and renewals thereof and amendments thereto;

(d) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including damages, claims and payments for past, present or future infringements thereof;

(e) all rights corresponding thereto throughout the world; and

(f) all rights to sue for past, present and future infringements or dilutions thereof or other injuries thereto.

excluding, in each case of (a) through (f) any intent-to-use application trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable law.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Loan Agreement and the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Loan Agreement or the Security Agreement, the terms of the Loan Agreement and the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original and all of which, taken together, shall constitute one and the same Agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic mail (or other electronic method of transmission) shall be as effective as delivery of an original executed counterpart of this Agreement.

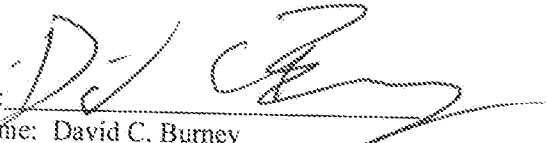
SECTION 5. Governing Law, Consent to Jurisdiction, and Jury Trial Waiver. **THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 10.6, 10.14 AND 10.15 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.**

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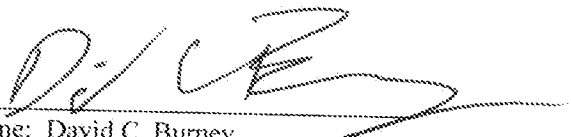
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

**GRANTORS:**

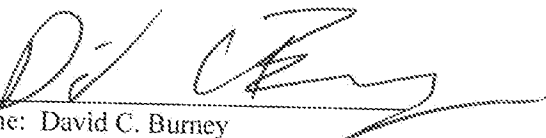
**ASTRONICS CUSTOM CONTROL  
CONCEPTS INC.**

By:   
Name: David C. Burney  
Title: Secretary/Treasurer/Executive VP

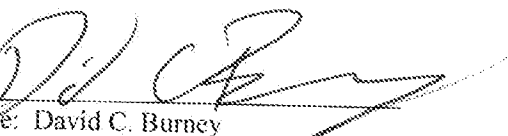
**ASTRONICS DME LLC**

By:   
Name: David C. Burney  
Title: Secretary/Treasurer/Executive VP

**ASTRONICS TEST SYSTEMS INC.**

By:   
Name: David C. Burney  
Title: Secretary/Treasurer/Executive VP

**ASTRONICS ADVANCED ELECTRONIC  
SYSTEMS CORP.**

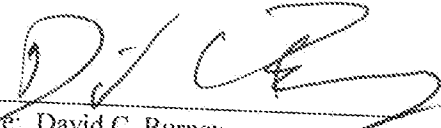
By:   
Name: David C. Burney  
Title: Secretary/Treasurer/Executive VP

{Signature Page to Trademark Security Agreement}

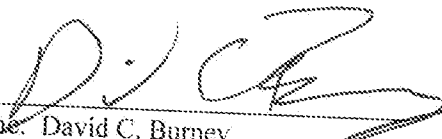
**TRADEMARK  
REEL: 008015 FRAME: 0788**

[Signatures Continued from Previous Page]

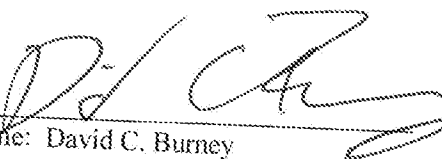
**ASTRONICS CONNECTIVITY SYSTEMS  
& CERTIFICATION CORP.**

By:   
Name: David C. Burney  
Title: Secretary/Treasurer/Executive VP

**ASTRONICS AEROSAT CORPORATION**

By:   
Name: David C. Burney  
Title: Secretary/Treasurer/Executive VP

**PECO, INC.**

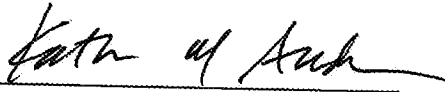
By:   
Name: David C. Burney  
Title: Secretary/Treasurer/Executive VP

[Signature Page to Trademark Security Agreement]

[Signatures Continued from Previous Page]

**AGENT:**

**GREAT ROCK CAPITAL PARTNERS  
MANAGEMENT, LLC**

By: 

Name: Kathleen Auda

Title: Chief Risk Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK  
REEL: 008015 FRAME: 0790**



**Schedule I**

**Trademarks**

<b>Loan Party</b>	<b>Mark</b>	<b>Application No. and Filing Date</b>	<b>Reg. No. and Reg. Date</b>
Astronics Advanced Electronic Systems Corp.	ARCSAFE	76/096621 7/26/2000	2721930 6/3/2003
Astronics Advanced Electronic Systems Corp.	BUSBOX	76/240805 4/16/2001	2674052 1/14/2003
Astronics Advanced Electronic Systems Corp.	COPILOT	76/240819 4/16/2001	2676611 1/21/2003
Astronics Advanced Electronic Systems Corp.	COREPOWER	78/641237 6/1/2005	3161955 10/24/2006
Astronics Advanced Electronic Systems Corp.	EMPOWER	75/048425 1/25/1996	2657465 12/10/2002
Astronics Advanced Electronic Systems Corp.	EMPOWER & DESIGN	75/120520 6/17/1996	2657469 12/10/2002
Astronics Advanced Electronic Systems Corp.	OMNIBUS	76/240820 4/16/2001	2759652 9/2/2003
Astronics Advanced Electronic Systems Corp.	VERTICAL POWER	86/170067 1/20/2014	4596508 9/2/2014
Astronics Advanced Electronic Systems Corp.	WEBCS	87/039470 5/17/2016	5109265 12/27/2016
Astronics Advanced Electronic Systems Corp.	WEBFB	86/647669 6/1/2015	4881144 1/5/2016
Astronics AeroSat Corporation	AEROSAT	78/411589 4/30/2004	3044748 1/17/2006
Astronics AeroSat Corporation	FLITESTREAM	85/964320 6/19/2013	5114793 1/3/2017
Astronics Connectivity Systems & Certification Corp.	CABINPINNACLE	86/644480 5/28/2015	5536094 8/7/18
Astronics Connectivity Systems & Certification Corp.	T IN RED, BLUE, YELLOW, GREEN AND ORANGE CIRCLES ON WHITE STYLIZED ELECTRICAL CORD REEL LOGO Design	78/363660 2/6/2004	2934904 3/22/2005
Astronics Connectivity Systems & Certification Corp.	T ON STYLIZED ELECTRICAL CORD REEL LOGO Design	78/363422 2/5/2004	2930735 3/8/2005
Astronics Connectivity Systems & Certification Corp.	TELEFONIX	76/554161 10/27/2003	2920497 1/25/2005

<b>Loan Party</b>	<b>Mark</b>	<b>Application No. and Filing Date</b>	<b>Reg. No. and Reg. Date</b>
Astronics Connectivity Systems & Certification Corp.	UPWARD ARROW LOGO Design	86/644577 5/28/2015	5291491 9/19/2017
Astronics Custom Control Concepts Inc.	Custom Control Concepts	85/640,264 5/31/2012	4,394,746 9/3/2013
Astronics Custom Control Concepts Inc.	Custom Control Concepts	85/640,268 5/31/2012	4,394,747 9/3/2013
Astronics Custom Control Concepts Inc.	iPlane	85/307,047 4/28/2011	4,303,523 3/19/2013
Astronics Custom Control Concepts Inc.	SKYSHOW	85/450,028 10/18/2011	4,498,508 3/18/2014
Astronics DME LLC	SATRO	85/307,055 4/28/2011	4,263,161 12/25/2012
ASTRONICS DME LLC	TEST EZ	78/194,195 12/13/2002	2,810,579 11/11/2003
ASTRONICS DME LLC	AIR LITE	77/092,034 1/26/2007	3,370,067 1/18/2008
Astronics Test Systems Inc.	FREEDOM	78/715324 9/19/2005	3323933 10/30/2007
Astronics Test Systems Inc.	TESTBASE	75/658199 3/11/1999	2486620 9/11/2001
Astronics Test Systems Inc.	ADAPT-A-SWITCH	75/609448 12/17/1998	2482992 8/28/2001
Astronics Test Systems Inc.	TYX	74/088470 8/16/1990	1701465 7/21/1992
Astronics Test Systems Inc.	PAWS	73/691437 10/23/1987	1520625 1/17/1989
PECO, Inc.	MAX-VIZ	76/317,2236 9/24/2001	2,807,093 1/20/2004
PECO, Inc.	MAX-VIZ LOGO	78/244,579 5/1/2013	2,900,798 11/2/2004
PECO, Inc.	SEE CLEARLY, FLY SAFELY	78/924,956 7/7/2006	3,782,878 4/27/2010
PECO, Inc.	SEE CLEARLY, FLY SAFELY	78/924,959 7/7/2006	3,756,229 3/2/2010
PECO, Inc.	PECO	72/340,278 10/9/1969	921,332 9/28/1971