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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ARES CAPITAL CORPORATION		11/03/2023	Corporation: MARYLAND

RECEIVING PARTY DATA

Name:	CADENCE AEROSPACE, LLC
Street Address:	3150 East Miraloma Avenue
City:	Anaheim
State/Country:	CALIFORNIA
Postal Code:	92806
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark	
Registration Number:	4874805	CADENCE	
Registration Number:	4874806	C CADENCE AEROSPACE	
Registration Number:	4093484	PRV AEROSPACE	

CORRESPONDENCE DATA

Fax Number:

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: 3127018637

Email: ipdocket@mayerbrown.com

Correspondent Name: William R. Siegel, Mayer Brown LLP

Address Line 1: 71 S. Wacker Drive

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	23748847
NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	11/03/2023

Total Attachments: 4

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TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

November 3, 2023

THIS TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Release") is made as of November 3, 2023 by ARES CAPITAL CORPORATION, a Maryland corporation, in its capacity as collateral agent under the Credit Agreement (as defined below) (the "Collateral Agent"), in favor of each entity listed on Schedule A hereto (each such entity, a "Grantor" and collectively, the "Grantors").

WHEREAS, reference is made to the Credit Agreement, dated as of November 14, 2017 (as amended, restated, extended, supplemented, waived or otherwise modified in writing from time to time, the "Credit Agreement"), by and among AEROSPACE PARTS HOLDINGS, INC., as Holdings, CADENCE AEROSPACE, LLC, as the Borrower, the lenders from time to time party thereto, the Collateral Agent and the other parties party thereto;

WHEREAS, in connection with the Credit Agreement, the Grantors executed and delivered that certain Pledge and Security Agreement, dated as of November 14, 2017 (as amended, restated, extended, supplemented, waived or otherwise modified in writing from time to time, the "Security Agreement"), pursuant to which the Grantor executed and delivered that certain Intellectual Property Security Agreement (Trademarks), dated as of November 14, 2017, including Schedule A thereto, which was recorded with the United States Patent and Trademark Office at Reel 006205, Frame 0202, on November 14, 2017 (as amended, restated, extended, supplemented, waived or otherwise modified in writing from time to time, the "Trademark Security Agreement" and together with the Security Agreement, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, the Grantor granted to the Collateral Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the Intellectual Property Collateral (including, without limitation, the Trademarks referred to on <u>Schedule A</u> hereto) to secure the prompt and complete payment and performance when due of the Secured Obligations; and

WHEREAS, pursuant to that certain Payoff Letter, dated as of November 3, 2023, the Collateral Agent acknowledged the full payment and performance of the Secured Obligations of the Grantors, and accordingly the Grantors have requested, and the Collateral Agent has agreed to provide, a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the absolute and unconditional release, termination, relinquishment and discharge of its security interest in the Intellectual Property Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto).

NOW, THEREFORE, in consideration of the foregoing and in exchange for

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good and valuable consideration, the Collateral Agent hereby agrees as follows:

- 1. <u>Defined Terms.</u> All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.
- Release of Security Interest; Further Assurances. The Collateral Agent, without any representation and warranty by or any recourse to the Collateral Agent, hereby (i) absolutely and unconditionally fully terminates, releases, relinquishes and discharges all of its Lien on and security interest in the Intellectual Property Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto), (ii) transfers and assigns to the Grantors any and all right, title and interest that the Collateral Agent may have in, to and under the Intellectual Property Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto), (iii) agrees that it shall execute all other documents and do all other acts necessary or desirable to relinquish its security interests in the Intellectual Property Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto) and effect the release of such rights to the Grantor and (iv) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Collateral Agent's rights under each of the Credit Agreement and the Security Agreements with respect to the Intellectual Property Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto).
- 3. <u>Electronic Delivery</u>. Delivery of an executed signature page of this Release by electronic image scan transmission shall be effective as delivery of a manually executed counterpart hereof.
- 4. <u>Governing Law.</u> This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

ARES CAPITAL CORPORATION, as Collateral Agent

Ву:	W. Korf Z	
Name:	Kort Schnabel	
Title: A	Authorized Signatory	

SCHEDULE A

Grantor	Mark	Reg. No. or Application No.	Date
Cadence Aerospace, LLC	CADENCE	4874805	12/22/2015
Cadence Aerospace, LLC	© SAROS PAGE	4874806	12/22/2015
Cadence Aerospace, LLC	* PRV	4093484	01/31/2012

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