TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM316524

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EMTEQ, INC.		09/02/2014	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	B/E AEROSPACE, INC.	
Street Address:	1400 Corporate Center Way	
City:	Wellington	
State/Country:	FLORIDA	
Postal Code:	33414	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2442179	EMTEQ
Registration Number:	3309623	QUASAR

CORRESPONDENCE DATA

Fax Number: 3125693459

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: 312 569 1549

Email: IPDOCKETCHICAGO@DBR.COM

Melissa S. Dillenbeck **Correspondent Name:** Address Line 1: 191 North Wacker Drive

Address Line 2: **Suite 3700**

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	AER051-052USA	
NAME OF SUBMITTER:	Melissa S. Dillenbeck	
SIGNATURE:	/melissasdillenbeck-nmc/	
DATE SIGNED:	09/10/2014	

Total Attachments: 4

source=AER051-052USA--EMTEQ - Executed Trademark Assignment 9-2-2014#page1.tif source=AER051-052USA--EMTEQ - Executed Trademark Assignment 9-2-2014#page2.tif source=AER051-052USA--EMTEQ - Executed Trademark Assignment 9-2-2014#page3.tif

source=AER051-052USA--EMTEQ - Executed Trademark Assignment 9-2-2014#page4.tif

REEL: 005359 FRAME: 0897 900300736

EMTEQ TRADEMARK ASSIGNMENT

This Trademark Assignment is by and between EMTEQ, INC., a Wisconsin corporation with a place of business at 5349 S. Emmer Drive, New Berlin, Wisconsin 53151 ("<u>Assignor</u>") and **B/E AEROSPACE**, INC., a Delaware corporation with a postal address at 1400 Corporate Center Way, Wellington, Florida 33414 ("<u>Assignee</u>").

WHEREAS, Assignor has adopted, used and is using marks listed on <u>Schedule A</u> hereto (hereinafter, the "Marks"), and own all right, title and interest to the same, including the goodwill associated therewith;

WHEREAS, Assignor and Assignee have executed a Stock Purchase Agreement dated as of May 9, 2014;

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to the Marks, including the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

- 1. Assignor hereby assigns to Assignee all of its worldwide rights, title and interest in and to the Marks, including any and all applications and registrations therefor listed on Schedule A, and including the goodwill of the business symbolized thereby, and all rights to sue, bring actions and recover and hold damages, profits and other compensation for any and all past and future infringements and unauthorized uses of the Marks.
- 2. Assignor authorizes and requests the respective local Registrars of Trademarks or other legal trademark authorities to record Assignee as the owner of the entire worldwide right, title and interest in and to the Marks, for the sole use and enjoyment of Assignee.

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Trademark Assignment to be duly signed as of this 24 day of 614.

[SIGNATURE PAGES FOLLOW]

EMTEQ, INC.

Name: Ryan M. Patch

Title: Vice President & Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS:

Notary Public

My Commission Expires:





B/E AEROSPACE, INC.

Name: Thomas P. McCaffre

Title:

Senior Vice President and

Chief Financial Officer

STATE OF

) SS:

COUNTY OF

On this 2nd day of September, 2014, before me personally appeared Thomas P. McCaffrey, known to me or confirmed by appropriate official identification document, who stated that he is the Sr. Vice President & CFO of B/E Aerospace Inc., a Delaware corporation, and acknowledged that he signed the within instrument in such capacity for the purposes therein contained pursuant to authorization and with intention legally to bind the said corporation thereto.

{SEAL}

Gloverna Di Falco

Expires 4/17/2017

My Commission Expires: 4/17/80/7

SCHEDULE A

Trademarks

Country	Mark	App. No. / Reg. No.	Filing Date / Issue Date	Goods/Services
United States	EMTEQ	75/819374 2442179	10/11/1999 04/10/2001	09 Int.: Coaxial cables 11 Int.: electrical lighting systems for aircraft consisting of lamps, electrical lighting fixtures, wiring and lighting controls, all sold as a unit 12 Int.: Aircraft structural components, namely, mounting trays for attaching avionics and electronic airborne computers to the aircraft primary structure
United States	QUASAR	78/853125 3309623	04/04/2006 10/09/2007	11 Int.: Electrical lighting systems for aircraft consisting of lamps, electrical lighting fixtures, wiring and lighting controls, all sold as a unit
United States	QUASAR II	85/447764	10/14/2011	11 Int.: Electrical lighting systems for aircraft consisting of lamps, electrical lighting fixtures, wiring, and lighting controls
Canada	QUASAR II	1572756	04/11/2012	Electrical lighting systems for aircraft consisting of lamps, electrical lighting fixtures, wiring, and lighting controls.
European Community Trademark	QUASAR II	10804995	04/13/2012	9 Int.: Apparatus and instruments for conducting, switching, transforming, accumulating, regulating or controlling electricity 11 Int.: Apparatus for lighting; electrical lighting systems for aircraft consisting of lamps, electrical lighting fixtures, wiring, and lighting controls

ACTIVE/ 76502955.1

RECORDED: 09/10/2014