

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342118

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pexco LLC		05/14/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PX Acquisition Co.		
Street Address:	1301 E 9th Street		
Internal Address:	Suite 3000		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2964860	ABCO	
CORRESPONDENCE DATA			
Fax Number:	2166960740		
<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:	216-861-7659		
Email:	twaltos@bakerlaw.com		
Correspondent Name:	Melanie S. Corcoran/Baker Hostetler LLP		
Address Line 1:	1900 East 9th Street		
Address Line 2:	Suite 3200		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	PEXCO		
NAME OF SUBMITTER:	Melanie S. Corcoran		
SIGNATURE:	/msc/		
DATE SIGNED:	05/21/2015		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment, dated as of May 14, 2015 (this "Assignment"), by and among Pexco LLC, a Delaware limited liability company ("Assignor") and PX Acquisition Co., a Delaware corporation ("Assignee"). Unless the context herein otherwise requires, capitalized terms not otherwise defined herein shall have the meanings given to them in the Asset Purchase Agreement, dated as of April 30, 2015 (as it may be amended from time to time, the "Purchase Agreement"), by and among Assignor, All-West Plastics, Incorporated, a California corporation and a direct wholly owned subsidiary of Assignor, and TransDigm Inc., a Delaware corporation.

WHEREAS, pursuant to, and subject to the terms and conditions of the Purchase Agreement, on the Closing Date and at the Closing, Assignor has agreed to sell, assign, transfer and convey to Assignee, all of Assignor's right, title, and interest in and to the Intellectual Property included in the Purchased Assets (the "Assigned IP"), including, without limitation, the issued patents and patent applications (the "Assigned Patents"), common law trademark rights, trademark registrations and applications (the "Assigned Trademarks"), copyright registrations and applications (the "Assigned Copyrights") and Internet domain name registrations ("Assigned Domain Names") set forth on Schedule A hereto.

NOW, THEREFORE, for good and valuable consideration pursuant to the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Effective as of the Closing and, in each case, upon the terms and conditions contained in the Purchase Agreement, Assignor does hereby sell, assign, transfer, convey and deliver to Assignee and its successors and assigns, and Assignee hereby purchases, acquires and accepts from Assignor, free and clear of all Liens except Permitted Liens, all of Assignor's right, title and interest in and to (a) the Assigned IP and all renewals, related continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions, and extensions thereof, (b) together with all the goodwill of the Business associated with the Assigned Trademarks, and (c) all benefits, privileges, causes of action, claims, and remedies relating thereto throughout the world, including, without limitation, all of its rights to: (i) apply for and maintain all registrations, renewals and/or extensions thereof; (ii) claim priority under United States law or international convention; (iii) bring actions and recover damages for past, present and future infringement or other violation thereof; and (iv) grant licenses or other interests therein.

2. Recordation. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, the United States Register of Copyrights, registrar of Assigned Domain Names and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar) to record Assignee as the owner of the Assigned IP, and to issue any and all Assigned Patents, Assigned Trademarks, Assigned Domain Names and Assigned Copyrights to Assignee, as assignee of the entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Assigned

IP.

3. Further Assurances. Assignor shall provide to Assignee the username and password to access and log in to the Assigned Domain Names account. Assignor shall execute additional documents and provide Assignee reasonable cooperation and assistance at Assignee's request and expense as are reasonably requested by Assignee to effect, register or maintain the rights assigned herein, including, without limitation, promptly responding to, and providing information relating to the transfer of the Assigned Domain Names as requested by, the registrar of the Assigned Domain Names.

4. Miscellaneous.

a. This Assignment shall be without prejudice to the Purchase Agreement, including Section 2.11 thereof. In the event of any conflict between this Assignment and the Purchase Agreement, the Purchase Agreement shall control.


b. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to any choice or conflict of law provision or rule (whether of the State of Delaware or of any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

c. This Assignment shall be subject to the provisions of Article X of the Purchase Agreement, *mutatis mutandis*.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment as of the date first written above.

PEXCO LLC



By: _____
Name: Neil Shillingford
Title: President and Chief Executive Officer

STATE OF Georgia)
COUNTY OF Fulton) SS:

On this 11th day of May, 2015, before me personally appeared Neil Shillingford to me known to be the person named in and who executed the above instrument, and acknowledged to me that he/she executed the same for the uses and purposes therein set forth.

SEAL

Michelle Brizendine
Notary Public
My commission expires July 23, 2018

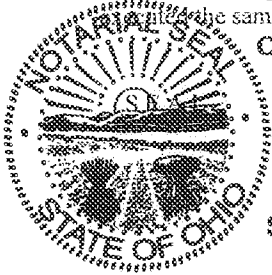


PX ACQUISITION CO.

By: [Signature]
Name: Terrance M. Paradic
Title: President

STATE OF Ohio)
COUNTY OF Cuyahoga) SS:

On this 13th day of May, 2015, before me personally appeared Terrance M. Paradic, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he/she is the same for the uses and purposes therein set forth.



CHRISTIAN D. SAINE
Attorney At Law
NOTARY PUBLIC
STATE OF OHIO
My Commission Has
No Expiration Date
Section 147.03 O.R.C.

[Signature]
Notary Public
My commission expires _____

[Signature Page to Intellectual Property Assignment]

Schedule A

Assigned Trademarks

Registered Trademarks:

1. United States Trademark: ABCO
Registrant: Pexco LLC
Description: thermoplastic elastomers in pellet, sheet, powder or extruded form for use in further manufacture.
Application No.: 76/595,376
Registration No.: 2,964,860
Filing Date / Reg. Date: June 4, 2004 / June 5, 2005
2. Canada Trademark: ABCO
Owner: Pexco LLC
Application No. /Reg. No.: 1,235,986 / TMA660345
Reg. Date: March 7, 2006
3. European Union Trademark: ABCO
Owner: Pexco LLC
Application No. /Reg. No.: 004114518
Reg. Date: December 16, 2005

Schedule A (continued)

Assigned Trademarks

Common Law Trademark Rights:

1. A&B Plastics

2. ABCO

3. PEXCO solely as it has been used in connection with the Business prior to the date hereof (and Assignee and its Affiliates covenant in perpetuity that they shall only use the PEXCO mark as part of the mark "PEXCO AEROSPACE" and/or "PEXCO AERO" in standard character form and/or in any other special form variations, including but not limited to stylized words and/or design elements such as logos)

Schedule A (continued)

Assigned Domain Names

1. Abplastics.com
2. Allwestplastics.com