

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490374

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goldman Sachs Specialty Lending Group, L.P., as Agent		09/17/2018	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	AirBorn Electronics, Inc.		
Street Address:	2230 Picton Parkway		
City:	Akron		
State/Country:	OHIO		
Postal Code:	44312		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3205885	AESCO	
Registration Number:	3205884	AESCO	
CORRESPONDENCE DATA			
Fax Number:	3128637865		
<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:	312-201-3865		
Email:	sharon.patterson@goldbergekohn.com		
Correspondent Name:	Sharon Patterson, Paralegal		
Address Line 1:	Goldberg Kohn Ltd., 55 E. Monroe St.		
Address Line 2:	Ste 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6030.128		
NAME OF SUBMITTER:	Sharon Patterson		
SIGNATURE:	/sharon patterson/		
DATE SIGNED:	09/18/2018		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks (this “Release”) made as of September 17, 2018, is granted by Goldman Sachs Specialty Lending Group, L.P., in its capacity as administrative agent and collateral agent (in such capacities, the “Agent”), in favor of AirBorn Electronics, Inc. (“AirBorn Electronics”).

WHEREAS, in connection with that certain Credit and Guaranty Agreement (“Credit Agreement”) entered into by and among AirBorn, Inc. (“AirBorn”), certain subsidiaries of AirBorn, including AirBorn Electronics, and the Agent, dated as of June 27, 2013, AirBorn Electronics entered into (a) that certain Pledge and Security Agreement (“Pledge and Security Agreement”) with the Agent, pursuant to which AirBorn Electronics granted to Agent a security interest in and to the Collateral (as defined therein), including, but not limited to, the Released Trademarks (as defined below), and (b) that certain Trademark Security Agreement, between AirBorn Electronics and the Agent, dated as of June 27, 2013, and that certain Notice of Recordation of Assignment of Trademark Security Agreement dated as of June 27, 2013, recorded by the United States Patent and Trademark Office on April 24, 2014, on Reel/Frame 5267/0861 (as amended, restated, reaffirmed, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) pursuant to which AirBorn Electronics granted to Agent a security interest in and to the Trademarks (as defined therein), including, but not limited to, the trademarks listed in Exhibit A attached hereto (the “Released Trademarks”);

WHEREAS, AirBorn will repay in full all outstanding obligations under the Credit Agreement pursuant to the terms of that certain Payoff Letter, dated as of September 14, 2018, by AirBorn to the Agent; and

WHEREAS, the Agent has agreed to release, discharge, relinquish, terminate and dissolve its security interest in and continuing lien on all of AirBorn Electronics’ right, title and interest in, to and under the Released Trademarks.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Released Trademarks pursuant to the Pledge and Security Agreement and the Trademark Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the Agent hereby, on behalf of itself and the other Secured Parties (as defined in the Pledge and Security Agreement), states and agrees as follows:

1. Release of Security Interest. The Agent hereby releases and discharges its security interests in the Released Trademarks, and any right, title or interest of the Agent in such Released Trademarks shall hereby cease and become void.

2. Further Assurances. The Agent agrees to execute and deliver to AirBorn Electronics any and all further documents and instruments, and do any and all further acts which AirBorn Electronics (or its agents or designees) reasonably requests (at AirBorn Electronics' sole cost and expense) in order to confirm this Release.

3. Recordation of Release. The Agent hereby authorizes AirBorn Electronics or AirBorn Electronics' authorized representative(s) to record this Release with the United States Patent and Trademark Office.

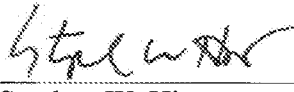
4. Governing Law. This Release shall be governed by, and construed in accordance with, the Laws of the State of New York and all claims or causes of action (whether in contract or in tort, in law or in equity) that may be based upon, arise out of or relate to this Release, or the negotiation, execution or performance of this Release shall be determined and adjudicated under such laws.

5. Electronic Execution. This Release may be executed by facsimile transmission or other electronic transmission.

[Signature Page Follows]

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

Goldman Sachs Specialty Lending Group, L.P.,
as Agent

By: 
Name: Stephen W. Hipp
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK RELEASE]

TRADEMARK
REEL: 006460 FRAME: 0740

EXHIBIT A
RELEASED TRADEMARKS

TRADEMARK	TRADEMARK REG./APP. NO.	REG./APP. DATE
AESCO and Design	3205885	2/6/07
AESCO	3205884	2/6/07