

<b>PATENT ASSIGNMENT COVER SHEET</b>
--------------------------------------

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5366788

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
B/E AEROSPACE, INC.	02/07/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SMR ACQUISITION LLC
<b>Street Address:</b>	450 LEXINGTON AVE., 4TH FLOOR
<b>Internal Address:</b>	C/O LOAR GROUP, INC.
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	6123294
<b>Patent Number:</b>	6244803
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(216)363-4588
<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>	
<b>Phone:</b>	2163634677
<b>Email:</b>	dpoirier@beneschlaw.com
<b>Correspondent Name:</b>	DUNCAN H. POIRIER
<b>Address Line 1:</b>	BENESCH FRIEDLANDER COPLAN & ARONOFF LLP
<b>Address Line 2:</b>	200 PUBLIC SQUARE, SUITE 2300
<b>Address Line 4:</b>	CLEVELAND, OHIO 44114
<b>ATTORNEY DOCKET NUMBER:</b>	39156-18
<b>NAME OF SUBMITTER:</b>	DUNCAN H. POIRIER
<b>SIGNATURE:</b>	/Duncan H. Poirier/
<b>DATE SIGNED:</b>	02/08/2019
<b>Total Attachments: 4</b>	
source=IP Assignment (Executed)#page1.tif	
source=IP Assignment (Executed)#page2.tif	
source=IP Assignment (Executed)#page3.tif	



## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "**Assignment**") effective as of February 7, 2019, is entered into by and between B/E Aerospace, Inc., a Delaware corporation (the "Assignor"), and SMR Acquisition LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, Assignor, Assignee and those other parties signatory thereto have entered into that certain Purchase Agreement of May 31, 2018 (the "**Purchase Agreement**"), pursuant to which, among other things, Assignor has agreed to sell, assign, convey, transfer and deliver to Assignee all of its right, title and interest in the Patents and Trademarks set forth on Exhibit A of this Assignment (collectively, the "**Intellectual Property Assets**").

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. All capitalized terms used in this Assignment but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

2. Assignment. Assignor hereby sells, assigns, and transfers to Assignee and Assignee's representatives, successors and assigns, all of the Intellectual Property Assets, and Assignee hereby agrees to accept such sale, assignment, and transfer.

3. Terms of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule of any other jurisdiction.

5. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

7. Binding Effect. This Assignment shall be binding upon and shall inure to the benefit of the parties and their representatives, successors, and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Assignment to be effective as of the date first above written.

ASSIGNOR: ~~B/E AEROSPACE, INC.~~

By: [Signature]  
Name: Richard J. Schmidt  
Title: Authorized Person

STATE OF NEW YORK     )  
  ) SS:  
COUNTY OF NEW YORK )

On this 6th day of February, 2019 before me appeared Richard J. Schmidt, known to me to be an authorized person of B/E Aerospace, Inc., who acknowledged that he/she signed this instrument as a free act on behalf of B/E Aerospace, Inc.

[Signature]

Notary Public:  
My commission expires: JACINTA A. FERNANDES  
Notary Public, State of New York  
No. 01FE4882640  
Qualified in New York County  
Commission Expires January 12, 2023

ASSIGNEE: SMR ACQUISITION LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF             )  
  ) SS:  
COUNTY OF         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018 before me appeared \_\_\_\_\_, known to me to be \_\_\_\_\_ of SMR Acquisition LLC, who acknowledged that he/she signed this instrument as a free act on behalf of SMR Acquisition LLC.

\_\_\_\_\_  
Notary Public:  
My commission expires:

[Signature page to Intellectual Property Assignment]



## **EXHIBIT A**

### **INTELLECTUAL PROPERTY ASSETS**

#### **US Patents**

1. Airplane Barrier Net

Registration No. 09/192,249

Patent No. 6123294

2. Airplane Cargo Barrier Net

Registration 09/245,479

Patent No. 6244803

#### **US Trademarks**

1. ICE SHIELD

Serial No. 85/260,733

Registration No. 4082600

2. SMR

Serial No. 87/495,382

Registration No. 5379538