# 505376363 03/15/2019

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date
WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT	03/14/2019

#### **RECEIVING PARTY DATA**

Name:	KIRKHILL-TA CO.
Street Address:	28065 FRANKLIN PKWY
City:	VALENCIA
State/Country:	CALIFORNIA
Postal Code:	91355

#### PROPERTY NUMBERS Total: 6

Property Type	Number
Patent Number:	6768058
Patent Number:	5220710
Patent Number:	6119305
Patent Number:	6105907
Patent Number:	6051795
Patent Number:	7467767

### CORRESPONDENCE DATA

Fax Number:

(216)579-0212

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:	216-586-3939
Email:	abryk@jonesday.com, pcyngier@jonesday.com
Correspondent Name:	AMANDA B. BRYK
Address Line 1:	901 LAKESIDE AVENUE
Address Line 2:	JONES DAY
Address Line 4:	CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER:	539602-600001
NAME OF SUBMITTER:	AMANDA B. BRYK
SIGNATURE:	/AMANDA B. BRYK/
DATE SIGNED:	03/15/2019

Total Attachments: 4
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#### **RELEASE AND TERMINATION OF SECURITY INTEREST IN PATENTS**

This **RELEASE AND TERMINATION OF SECURITY INTEREST IN PATENTS**, dated as of March 14, 2019 (this "<u>Termination</u>"), is made by WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent for the Secured Parties (in such capacity, the "<u>Agent</u>"), in favor of ESTERLINE TECHNOLOGIES CORPORATION (the "<u>Company</u>") and KIRKHILL-TA CO. (the "<u>Grantor</u>"). Unless otherwise defined herein, capitalized terms defined in the Credit Agreement, the Security Agreement or the Patent Security Agreement, respectively.

WHEREAS, pursuant to the terms of that certain Credit Agreement, dated as of March 11, 2011 (as it may be amended, restated, amended and restated, modified, extended, replaced, or supplemented from time to time, the "<u>Credit Agreement</u>"), by and among the Company, the Foreign Borrowers (together with the Company, the "<u>Borrowers</u>"), the other Credit Parties from time to time party thereto, the financial institutions party thereto from time to time as lenders (collectively, the "<u>Lenders</u>") and the Agent, the Lenders provided a credit facility to the Borrowers;

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of March 11, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other Obligors party thereto and the Agent, to secure the prompt payment and performance of all Credit Party Obligations, the Grantor granted to the Agent a continuing security interest and Lien upon all personal property of the Grantor, whether tangible or intangible, including the Patents (as defined in the Patent Security Agreement defined below), whether then owned or thereafter acquired, and wherever located;

WHEREAS, Grantor, pursuant to a Notice of Grant of Security Interest in Patents, by and among the Agent and Grantor (the "<u>Grantor Patent Security Agreement</u>"), granted to the Agent for the benefit of the Secured Parties a continuing security interest in and continuing Lien on all of the Grantor's right, title and interest in and to the Patents and Patent applications shown on <u>Schedule 1</u> thereto;

**WHEREAS**, the Grantor Patent Security Agreement was recorded at the United States Patent and Trademark Office on April 11, 2011, at Reel 026103 Frame No. 0605;

WHEREAS, the Agent has agreed to terminate and release its security interest in the Patent and Patent applications identified on <u>Schedule A</u> attached hereto (collectively, the "<u>Released Patents</u>").

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

1. <u>Release of Lien</u>. The Agent hereby releases the security interest and Lien of the Agent and the Secured Parties in the Released Patents identified on <u>Schedule A</u>

attached hereto. The Agent's and the Secured Parties' security interest and Lien is hereby terminated, cancelled and released without representation or warranty of any kind, express or implied, as of the date indicated above.

- 2. <u>Authorization to Record</u>. The Agent authorizes and requests that the United States Patent and Trademark Office and any applicable government officer record this Termination.
- 3. <u>Further Cooperation</u>. The Agent agrees to execute and deliver (at Grantor's expense) such further instruments and take such other or further actions as Grantor may reasonably request, in order to perfect, confirm or evidence such release.
- 4. <u>Governing Law</u>. This Termination shall be governed by, and construed and enforced in accordance with, the law of the State of New York.

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**IN WITNESS WHEREOF**, the Agent has caused this Termination of Security Interest in Patents to be duly executed as of the date first set forth above.

Secured Party:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent

Pin cm By:

Name: Russ Carson Title: Vice President

Signature Page to Release and Termination of Security Interest in Patents

PATENT REEL: 048605 FRAME: 0376

# SCHEDULE A

## **RELEASED PATENTS**

PATENT	OWNER	APPLICATION/ PATENT NO.	FILING/ ISSUE DATE
Self-Sealing Grommet Assembly	Kirkhill-TA Co.	6,768,058	(17/27/2004
A Cable Classp	Kirkhill-TA Co.	5.220,710	06/22/1993
Sealing Elements	Kirkhill-TA Co.	6,119,305	09/19/2000
Apparatus and Method for Supporting and/or Holding a Payload	Kirkhill-TA Co.	6,105,907	08/22/2000
Gimballed Grommet Having Sections With Different Melt Temperatures	Kirkhill-TA Co.	6,051,795	04/18/2000
Lightweight Clamp Block	Kirkhill-TA Co.	7,467.767	12/23/2008

**RECORDED: 03/15/2019** 

PATENT REEL: 048605 FRAME: 0377