

08-04-2003

8-1-03

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇌ ⇌ ⇌ ▼



102515458

T U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
WILMINGTON TRUST COMPANY

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other RELEASE
- Merger
- Change of Name

Execution Date: JULY 22, 2003

2. Name and address of receiving party(ies)

Name: Aviation Acquisition Corporation
Internal (n/k/a Champion Aerospace Inc.)

Address: _____

Street Address: 1230 OLD NORRIS ROAD

City: LIBERTY State: SC Zip: 29657

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State DELAWARE
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
NONE

B. Trademark Registration No.(s)
1,801,860

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: PENELOPE J.A. AGODOA

Internal Address: c/o Federal Research Corporation

Street Address: 1030 Fifteenth Street NW, Suite 920

City: Washington State: D.C. Zip: 20005

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41)..... \$40⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Randi S. Aronow

JULY 22, 2003

Name of Person Signing

Signature

Date

08/04/2003

DBYRME

0000035 1801860

Total number of pages including cover sheet, attachments, and document: _____

01 FC:8521

40.00

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002793 FRAME: 0075

**TERMINATION AND RELEASE
OF SECURITY INTEREST (TRADEMARKS)**

**TERMINATION AND RELEASE OF SECURITY INTEREST
(TRADEMARKS)** (this "Release"), dated as of July [22] 2003, by Wilmington Trust Company, as Trustee (the "Trustee").

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of December 29, 2000 (the "Security Agreement") made by Federal-Mogul Corporation, a Michigan corporation (together with certain of its subsidiaries identified in the Security Agreement, "Federal-Mogul") in favor of Trustee, Federal-Mogul granted a continuing security interest (the "Security Interest") in all right, title and interest of Federal-Mogul in, to and under certain trademarks, trademark registrations and applications with the United States Patent and Trademark Office, including, but not limited to, that listed on Schedule A, to the Trustee;

WHEREAS, Federal-Mogul assigned the trademark registration listed on Schedule A (the "Named Trademark") to Champion Aerospace Inc. (formerly known as Aviation Acquisition Corporation), a Delaware corporation ("Champion") pursuant to that certain Trademark Assignment dated as of May 31, 2001 between Federal Mogul and Champion (the "Assignment"); and

WHEREAS, for good and valuable consideration, Trustee executes this Release and agrees to terminate and release that portion of the Security Interest relating to the Named Trademark (the "Champion Security Interest"); NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Trustee agrees as follows:

1. **Authority of Trustee.** The Trustee acknowledges that it is authorized to execute this Release of the Champion Security Interest in accordance with the Security Agreement.
2. **Release of Security Interest.** The Trustee hereby terminates and releases the Champion Security Interest in its entirety (the "Termination").
3. **Effectiveness of Termination.** Notwithstanding anything to the contrary, the Termination shall be deemed effective as of the date first set forth above.

[Remainder of Page Intentionally Left Blank]

509600-0261-08237-NY03.2279959.3

TRADEMARK
REEL: 002793 FRAME: 0076

IN WITNESS WHEREOF, the Trustee has executed this Release as of the date first set forth above

WILMINGTON TRUST COMPANY, as Trustee

By: _____



Name:

Title:

Bruce L. Bleach
Vice President

Schedule A

Trademark Registration

Title

U.S. Reg. No. 1,801,860

BRINGING POWER TO FLIGHT

Schedule A

Trademark Registration

Title

U.S. Reg. No. 1,801,860

BRINGING POWER TO FLIGHT