### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as Agent		02/07/2007	CORPORATION:

#### **RECEIVING PARTY DATA**

Name:	Avtech Corporation
Street Address:	3400 Wallingford Avenue North
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98103-9041
Entity Type:	CORPORATION: WASHINGTON

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1804707	IDEAS THAT FLY

### **CORRESPONDENCE DATA**

Fax Number: (866)459-2899

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-783-2700

Email: Oleh.Hereliuk@federalresearch.com

Correspondent Name: Federal Research

Address Line 1: 1023 Fifteenth Street, NW, Ste 401

Address Line 2: attn: Oleh Hereliuk

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	377936
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/

TRADEMARK REEL: 003483 FRAME: 0191

Date:	02/19/2007
Total Attachments: 5 source=377936#page1.tif source=377936#page2.tif source=377936#page3.tif source=377936#page4.tif source=377936#page5.tif	

TRADEMARK REEL: 003483 FRAME: 0192

# TERMINATION AND RELEASE OF SENIOR SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION AND RELEASE dated as of February 7, 2007, from General Electric Capital Corporation ("GE Capital"), in its capacity as Senior Agent for Senior Lenders (as defined in the Original Credit Agreement referred to below) and Agent for itself and Lenders (as defined in the Credit Agreement referred to below), ("Agent") to Aviation Technologies, Inc., a Delaware corporation and successor-in-interest to Wings Holdings, Inc. ("Holdings"); Avtech Corporation, a Washington corporation ("Avtech"); Transicoil Corp., a Delaware corporation ("Transicoil"); and Aerospace Display Systems, LLC, a Delaware limited liability company ("ADS", together with Holdings Avtech, and Transicoil, the "Grantors").

#### WITNESSETH:

WHEREAS, pursuant to a Trademark Security Agreement dated as of May 23, 2003, and amended on April 1, 2005, (collectively with any other amendments, restatements, supplements or modifications the "<u>Trademark Collateral Agreement</u>") in favor of GE Capital, a security interest (the "<u>Security Interest</u>") was granted by the Grantors to GE Capital in the Trademark Collateral (as defined in the Trademark Collateral Agreement);

WHEREAS, the Trademark Collateral Agreement was recorded in the United States Patent and Trademark Office, at Reel 2659 Frames 0777; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral listed in the Trademark Collateral Agreement;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Trademark Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, GE Capital hereby states as follows:

- 1. <u>Definitions</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Amended and Restated Credit Agreement dated as of May 21, 2004 and as amended by Amendment No. 1 dated as of March 1, 2005, (the "<u>Original Credit Agreement</u>") and further amended by the Second Amended and Restated Credit Agreement dated as of April 1, 2005, (the "<u>Credit Agreement</u>") and the Patent Collateral Agreement.
- 2. Release of Security Interest. GE Capital hereby terminates, releases and discharges its Security Interest in the Trademark Collateral including the trademarks registered in the U.S. Patent and Trademark Office and listed in Exhibit 1 attached hereto. Any and all right, title, or interest of GE Capital in such Trademark Collateral and all proceeds thereof, including without limitation, the goodwill of the business connected with the use of, and symbolized by, the Trademark Collateral and any and all causes of action which may exist by reason of infringement thereof, shall hereby cease and become void.
- 3. <u>Further Assurances</u>. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary

TRADEMARK REEL: 003483 FRAME: 0193 to effect the release of the Senior Security Interest in the Trademark Collateral contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Senior Security Interest in Trademark by its duly authorized officer as of the date first above written.

GENERAL ELECTRIC CAPITAL CORPORATION as Agent

y: Kuly A

Name: Kimberly A. Massa Its Duly Authorized Signatory

## **EXHIBIT 1**

Registered Trademarks:

<u>Mark</u>	Country	Registration No.	Registration Date	<u>Owner</u>
IDEAS THAT FLY	U.S.A.	1,804,707	November 16, 1993	Avtech Corporation

Trademark Applications for Registration: NONE

Trademark Licenses: NONE

**RECORDED: 02/19/2007**