

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM466705

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Esterline Technologies Corporation		03/15/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	KH Acquisition I Co.		
Street Address:	1301 East 9th Street, Suite 3000		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2668319	KIRKHILL	
Registration Number:	3833741	KIRKHILL	
CORRESPONDENCE DATA			
Fax Number:	2166960740		
<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:	216-861-6847		
Email:	bhipdocket@bakerlaw.com		
Correspondent Name:	Shannon V. McCue		
Address Line 1:	127 Public Square, Suite 2000, Key Tower		
Address Line 2:	Baker & Hostetler LLP		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	027065.000165		
NAME OF SUBMITTER:	Shannon V. McCue		
SIGNATURE:	/Shannon V. McCue/		
DATE SIGNED:	03/22/2018		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”) is entered into on March 15, 2018, by and among Kirkhill-TA Co., a California corporation (“Assignor”), Esterline Technologies Corporation, a Delaware corporation, and the ultimate parent company of Assignor (“Parent”), in favor of KH Acquisition I Co., a Delaware corporation (the “Assignee”), pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (the “Asset Purchase Agreement”), by and among Assignor, TransDigm Inc., a Delaware corporation (“Buyer”), and Parent, for the limited purposes of Sections 3.2(g), 7.4, 7.5, 7.9, 7.10, 7.11, 7.13, 9.5, 13.1 and Article XI therein. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Asset Purchase Agreement.

WHEREAS, pursuant to the Asset Purchase Agreement, the Assignor agreed to sell, grant, assign and transfer to Buyer or its designee, and Buyer agreed to purchase, certain assets of the Assignor, including, but not limited to: (i) the trademarks and trademark registrations on Schedule A(i) attached hereto (the “Trademarks”) and (ii) the domain names on Schedule B attached hereto (the “Domain Names” and collectively with the Trademarks, the “Acquired Registered Intellectual Property”);

WHEREAS, the Trademarks set forth on Schedule A(ii) (the “Parent Marks”) are currently owned by Parent, and Parent desires to grant, assign and transfer the Parent Marks as part of the Acquired Intellectual Property to Assignee;

WHEREAS, Assignee is a wholly owned subsidiary of Buyer;

WHEREAS, Buyer has appointed Assignee as its designee for purposes of this Agreement; and

WHEREAS, the Assignor, Parent and the Assignee desire that the assignment of said rights in the Trademarks and Parent Marks be made of record in the United States Patent and Trademark Office (where applicable), the applicable state trademark offices (where applicable), all foreign trademark offices and any other appropriate governmental or administrative offices as the case may be.

NOW, THEREFORE, in consideration of the mutual covenants in the Asset Purchase Agreement, two dollars U.S. (\$2.00), and other good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. Assignment.

(a) The Assignor hereby irrevocably, fully, and unconditionally grants, sells, assigns, transfers, conveys, sets-over and delivers to the Assignee all of the Assignor’s right, title and interest in and to the Acquired Registered Intellectual Property, including (a) the Trademarks and all U.S. federal, state and common law rights and rights in foreign jurisdictions, together with the goodwill associated with the Trademarks, and the registrations therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said Trademarks, and the right to sue for and recover the same, and (b) the Domain Names.

(b) Parent hereby irrevocably, fully, and unconditionally grants, sells, assigns, transfers, conveys, sets-over and delivers to the Assignee all of the Parent’s right, title and interest in and to the Parent Marks, including all U.S. federal, state and common law rights and rights in foreign jurisdictions, together with the goodwill associated with the Parent Marks, and the registrations therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said Parent Marks, and the right to sue for and recover the same.

2. Asset Purchase Agreement. This Agreement is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the Asset Purchase Agreement. This Agreement shall not replace, substitute, expand or extinguish any obligation or provision of the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall control.

3. Miscellaneous. The Terms and provisions of Sections 13.2 (Successors and Assigns), 13.13 (Counterparts), 13.8 (Amendment; Waiver), 13.9 (Governing Law), and 13.11 (Severability) of the Asset Purchase Agreement are incorporated herein by reference as if set forth herein in their entirety and shall apply *mutatis mutandis* to this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed and delivered as of the date first written above.

ASSIGNOR:

KIRKHILL-TA Co.

By: [Signature]

Name:

Title:

PARENT:

ESTERLINE TECHNOLOGIES CORPORATION

By: [Signature]

Name:

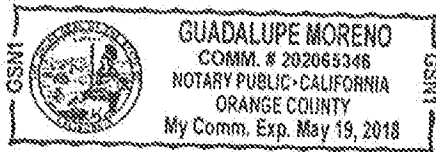
Title:

STATE OF Calif)
) ss.:
COUNTY OF Orange)

On 3/15/2018 before me, Guadalupe Moreno Notary Public in and for said State, personally appeared Robert D. Gage, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
SIGNATURE OF NOTARY PUBLIC



[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE A

Trademarks

(i) Trademarks

Country	Assignor / Owner	Mark	Application Number	Application Date	Registration Number	Registration Date
Canada	Kirkhill-TA Co.	STRETCHTAPE	1155514	October 10, 2002	TMA651675	October 27, 2005
USA	Kirkhill-TA Co.	STRETCHTAPE	85088059	July 19, 2010	3928626	March 8, 2011
China	Kirkhill-TA Co.	STRETCHTAPE	3333135			

(ii) Parent Marks

Country	Assignor / Owner	Mark	Application Number	Application Date	Registration Number	Registration Date
United States	Esterline Technologies Corporation	KIRKHILL	76283611	July 10, 2001	2668319	December 31, 2002
United States	Esterline Technologies Corporation	KIRKHILL	77781839	July 15, 2009	3833741	August 17, 2010

SCHEDULE B

Domain Names

<u>Domain</u>	<u>Registrant</u>	<u>Creation Date</u>
Kirkhill.com	Kirkhill-TA Company	August 9, 1996