
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **January 31, 2015**

AEROVIRONMENT, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

001-33261

(Commission File Number)

95-2705790

(I.R.S. Employer Identification No.)

**181 W. Huntington Drive, Suite 202
Monrovia, CA**

(Address of Principal Executive Offices)

91016

(Zip Code)

Registrant's telephone number, including area code: **(626) 357-9983**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02.**Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On January 31, 2015, Jikun Kim submitted his resignation as Senior Vice President and Chief Financial Officer of AeroVironment, Inc. (the "Company"). The resignation is effective February 5, 2015 and was announced in the press release discussed below.

The Company also announced the appointment of Teresa Covington, 51, as its interim Chief Financial Officer. Since May 2011, Ms. Covington has served as Vice President and Director of Finance of the Company's Efficient Energy Systems business segment. Prior to joining the Company and from 2000 to 2011, Ms. Covington served as Senior Vice President and Chief Financial Officer of Line 6, Inc., a \$100 million annual revenue musical instruments manufacturer now part of Yamaha. Ms. Covington earned her Master's in Business Administration from Stanford University Graduate School of Business, a Master's in Electrical Engineering from the University of Southern California and a Bachelor of Science in Electrical Engineering from the University of Illinois at Urbana-Champaign.

In connection with his resignation, Mr. Kim entered into a consulting agreement with the Company (the "Consulting Agreement"), the initial term of which is one year, ending on February 5, 2016. Under the Consulting Agreement, Mr. Kim will receive the following compensation for providing consulting services to the Company: (1) a monthly retainer of \$2,000, (2) compensation for services provided pursuant to written task orders at the rate of \$250 per hour, for services provided beyond eight hours in any month; (3) expense reimbursement for reasonable out-of-pocket expenses; and (4) continued vesting of unvested stock options and restricted stock awards during the duration of the Consulting Agreement.

The foregoing description of the Consulting Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Consulting Agreement, a copy of which is filed as Exhibit 10.1 hereto and is incorporated herein by reference.

Item 7.01**Regulation FD Disclosure**

On February 5, 2015, the Company issued a press release announcing the management changes described in Item 5.02 of this Form 8-K. A copy of the Company's press release is furnished with this Form 8-K and attached hereto as Exhibit 99.1. The information in Exhibit 99.1 shall not be deemed "filed" for purposes of Section 18 of the Exchange Act and shall not be deemed incorporated by reference into any filing under the Securities Act, regardless of any general incorporation language in such filing, unless expressly incorporated by specific reference to such filing.

Item 9.01.

Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Consulting Agreement, dated February 5, 2015, between Jikun Kim and AeroVironment, Inc.
99.1	AeroVironment, Inc. Press Release, dated February 5, 2015

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

AEROVIRONMENT, INC.

Date: February 5, 2015

By: /s/ Douglas E. Scott
Douglas E. Scott
Senior Vice President, General Counsel and
Corporate Secretary

INDEX TO EXHIBITS

Exhibit No.	Description
10.1	Consulting Agreement, dated February 5, 2015, between Jikun Kim and AeroVironment, Inc.
99.1	AeroVironment, Inc. Press Release, dated February 5, 2015

STANDARD CONSULTING AGREEMENT

THIS AGREEMENT is executed and made effective as of February 5, 2014 (the "Effective Date") between AeroVironment, Inc., a Delaware corporation, and its subsidiaries, with offices at 181 West Huntington Drive, Monrovia, California 91016 (hereinafter referred to as "AV") and Jikun Kim, Phone _____, Facsimile: _____, E-mail: _____ (hereinafter referred to as "Consultant").

WHEREAS, Consultant is engaged in providing consulting services and investigating and solving, to the best of consultant's ability, specific problems presented; and

WHEREAS, AV desires to have the services ("Services") of Consultant made available to it on the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual promises and other good and valuable consideration, receipt of which is hereby acknowledged by each Party, the Parties hereto agree as follows:

1. Consulting Services. During the period of this Agreement, Consultant agrees to perform Services in a consulting capacity on a general basis and on the particular individual projects assigned and accepted in accordance with the provisions hereof. Consultant agrees to provide such Services on the basis of hours to be determined for each task.

1. Term. Services will be performed between the Effective Date and February 5, 2016. This Agreement may be extended for additional periods by mutual written agreement between the Parties.

3. Task Orders. AV shall submit any task, or alteration of any task, upon which it desires the services of Consultant in the form of a written task order ("Task Order") in sufficient detail which shall include: the Task Order number, the Project Number for inclusion on all invoices submitted, the nature and scope of the work to be performed, the time period for performance, the identity of the AV Task Manager, the rate paid for each hour of labor, and the not to exceed dollar value of the estimated labor, and allowable expenses for any material or travel expenditures anticipated by Consultant. **Attachment A shall be the form of the Task Order.**

4. Specified Cost. AV shall pay Consultant an amount to be set out in each Task Order for Services performed by Consultant. AV shall have the right to specify in a Task Order that the cost to AV of a requested task not exceed the stated amount. When so specified in the Task Order, Consultant shall not perform Services exceeding the amount specified for the task which may sometimes be referred to as "Effort". If it becomes apparent during the performance of a task that the cost for completion of the task will exceed the amount limited in the Task Order, Consultant shall advise AV as far in advance as reasonably possible so that consideration may be given to an increase in the amount specified for said task. AV may then, in its sole discretion, do any of the following:

- (i) Authorize an increase in the amount of the Task Order to allow completion of the task, subject to Consultant's right to decline;
- (ii) Request continuation of the task up to the original dollar amount specified, at which time Consultant shall submit to AV any work or materials resulting from the unfinished task;
- (iii) Request immediate termination of the task, and cause Consultant to submit to AV any work or materials resulting from the unfinished task.

5. Right to Decline. Consultant shall have the right to decline the acceptance of any task requested by AV in the event that such task conflicts with other activity of Consultant or for any other good and sufficient reason. In such events, Consultant shall give AV notice in writing that it declines to accept such task within five (5) working days of receipt of such request.

6. Progress Reports. Consultant may be required by any Task Order to submit progress reports to AV, at reasonable intervals, but not more frequently than monthly, and in such a manner as is more specifically provided for and defined in each Task Order.

7. Invoices and Payment. Consultant shall submit separate invoices monthly for each Task Order and such invoices shall include a breakdown of all charges and expenses, if any, incurred during the month together with the Project No. shown on the Task Order. Invoices shall be due and payable within thirty (30) days after receipt by AV's Accounts Payable Group. Invoices shall be sent to the attention of the Accounts Payable Group; AeroVironment, Inc., 181 W. Huntington Drive, Suite 202, Monrovia, CA 91016 or via e-mail: acp@avinc.com. Unless otherwise agreed at the time individual Task Orders are accepted, all payments shall be made in United States dollars.

8. Reaffirmation of Existing Obligations and Confidential Information

a. *Reaffirmation of Existing Obligations.* Consultant was previously employed by AV as an employee and in connection with that employment entered into a Patent and Confidential Information Agreement wherein Consultant acknowledged and agreed that certain of AeroVironment's information and intellectual property is confidential and proprietary and that the confidential information could not be used for any purpose other than for Consultant's services on behalf of AV. By executing this Consultant Agreement, Consultant reaffirms his obligations under the Patent and Confidential Agreement and agrees that he continues to be bound by those obligations, unaffected by the execution of this Agreement.

b. *Confidential Information.* It is recognized that in performing services covered by this Agreement a Party's officers, technical and other personnel, including Consultant's authorized subcontractors, may acquire from the other Party confidential information and, more particularly but not necessarily limited to: confidential information regarding the products, processes, operations, and present and contemplated activities of AV and/or its clients. Each Party therefore, agrees to hold in confidence, for a minimum period of five (5) calendar years, all such information disclosed to it by the other Party, including, without limitation, the existence of and terms of this Agreement, technical information included in or on tracings, drawings, field notes, calculations, specifications, legal, economic, business and engineering data and the like except for the following:

- (i) Information, which at the time of disclosure is in the public domain;
- (ii) Information which, after its disclosure becomes part of the public domain by publication or otherwise through no fault of a Party, but in such case only after it is published or otherwise becomes part of the public domain;
- (iii) Information which a Party can show was in that Party's possession at the time of its receipt from the other Party and which was not acquired, directly or indirectly, from the other Party; and
- (iv) Information which was received by a Party before or after the time of disclosure from a third party who did not require such Party to hold such information in confidence and who, to the best of that Party's knowledge and belief, did not acquire it directly or indirectly from the other Party (including its clients) under an obligation to confidence.

Consultant agrees that it will not utilize confidential information covered by this Section in the development or expansion of Consultant's technology or the technology of any third person or entity, but Consultant shall be and remain free to exploit its own independent developments free of any obligation whatsoever to AV or its clients except as specifically set forth herein.

Each Party acknowledges that it is aware, and agrees to advise its representatives who may receive confidential information regarding the products, processes, operations and present and contemplated activities of the other Party, that the United States securities laws prohibit a Party, its representatives or any person or entity who has received material, non-public information concerning the other Party, from purchasing or selling securities of the other Party or from communicating such information to any other person or entity under circumstances in which it is reasonably foreseeable that such person or entity is likely to purchase or sell securities of a Party.

9. Proprietary Rights. All materials prepared or developed by Consultant in the performance and completion of Task Orders hereunder, including documents, calculations, maps, sketches, notes, reports, data, models and samples, photographs including but not limited to digital photography, digital and film recordings in any media including but not limited to digital and/or physical videotape and audiotape, and any and all inventions and copyrightable material contained therein, shall be and become the sole and exclusive property of AV without limitation, when first made or prepared, whether or not delivered to AV or

whether such are subject to Consultant's need to use in order to perform the tasks under this Agreement. Such materials, together with any materials furnished by AV to Consultant hereunder, shall be promptly delivered to AV upon request, and in any event upon completion or cancellation of this Agreement. Consultant agrees to execute all documents and to take all steps requested by AV, at AV's expense, which AV deems necessary or desirable to complete and perfect AV's ownership and property rights in said inventions and copyrightable material. The Parties hereby agree that materials that are considered copyrights of the creator under this Agreement shall each and collectively be considered by the parties a Work for Hire under the meaning of the U.S. Copyright Act of 1976, and the copyrights thereto shall be the sole property of AV. Consultant hereby agrees, that upon request of AV, it will execute an assignment of such copyright or other intellectual property rights to further clarify the transfer of the copyright or other intellectual property rights to AV.

Consultant shall contribute the use of the intellectual property identified in Attachment B of this Agreement to the project for the term of this Agreement unless a longer period of time is expressly agreed to in writing by the Parties. Except as may otherwise be provided for in the Agreement, and in order to carry out the obligations under this Agreement, no right title or interest in the material described in Attachment B shall pass to AV or any other party by this contribution of use.

10. Termination. By ten (10) days prior written notice to the other, either AV or Consultant may terminate this Agreement at any time. In the event of such termination, Consultant shall be entitled to payment, under the provisions of this Agreement, for all charges and expenses actually earned or incurred with respect to all Task Orders in effect up to the time of the termination. Termination for failure of the other Party to perform shall not prejudice said Party in any respect with regard to pursuing its rights and remedies, or otherwise. The terms of Sections 8, 9, 13, 14, and 28 hereof shall withstand the termination of this Agreement.

11. Assignment. Neither Party may assign this Agreement or any part thereof without the prior consent in writing of the other Party, except that it may be assigned without such consent to the successor of either Party, or to a person, firm, or corporation acquiring all or substantially all of the business and assets of such Party which shall be subject to the prior written consent of the other Party, which consent shall not be unreasonably withheld. No assignment of this Agreement shall relieve the assignor until this Agreement shall have been assumed by the assignee. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee.

12. Subcontract. Consultant may not subcontract any portion of any Task Order hereunder without the prior written consent of AV.

13. Warranty. Consultant warrants that it shall perform Task Orders accepted hereunder using commercially best efforts and in accordance with recognized professional standards.

14. Indemnity. Each Party shall hold harmless and indemnify the other Party from and against all losses, damages, demands, claims, suits, and liabilities, including attorney fees and other expenses of litigation, arising out of or related to the performance or failure to perform their obligations under this Agreement; including agents, or employees, or permitted subcontractors.

15. Arbitration. Any controversy or claim arising out of this Agreement, including any Task Order accepted hereunder, or alleged breach thereof, shall be subject to non-binding arbitration in the City of Los Angeles, California in accordance with the rules of the American Arbitration Association, and a judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. The prevailing party in the arbitration proceeding shall be entitled to recover from the non-prevailing party reasonable expenses, including without limitation reasonable attorneys' fees.

16. Governing Law. In the event that any matter pertaining to this Agreement must be heard by a court, each party hereby irrevocably submits to the law of the State of California, excluding its conflicts of law principles, and the jurisdiction of the United States Federal Court located in Los Angeles County, California in any action or proceeding arising out of or relating to this Agreement, and each party irrevocably agrees that all claims with respect to such action or proceeding shall be heard and determined in such Federal Court.

Each of the parties hereto hereby waives any defense of lack of personal jurisdiction of said courts and agrees that service of process in such action may be made upon each of them by mailing certified or registered mail to the other party at the address specified in Section 19. Both parties hereby submit to the jurisdiction of the U.S. Federal Court, to the exclusion of any other courts which might have had jurisdiction apart from this Section 16, and agree that the prevailing party shall be entitled to recover from the non-prevailing party reasonable expenses, including without limitation reasonable attorneys' fees.

17. Independent Contractor. Nothing in this Agreement shall be deemed to constitute Consultant or any of Consultant's employees or agents to be the agent, representative or employee of AV. Consultant shall in all respects be an independent contractor and shall have responsibility for and control over the details and means of performing the Consulting Services and shall be subject to the directions of AV only with respect to the scope and general results required. Consultant shall, prior to the start of work under this Agreement, provide AV with a fully executed W9 Form and other applicable tax forms including correct corporate name, EIN, and current address for use in meeting legal requirements for reporting all consulting agreements to the state of California and the Internal Revenue Service.

18. No Employee Benefits. Consultant understands and agrees that AV will not classify Consultant as an AV employee. Accordingly, Consultant shall not be entitled to any of the benefits provided to AV employees including, but not limited to stock options, health or retirement benefits, vacations, and paid holidays. AV has not offered Consultant any such benefits or rights as an employee, and Consultant hereby waives any claim Consultant might otherwise have to them, even in the event that Consultant is reclassified as an AV employee.

19. Notice. Any notice between the parties hereto required or permitted to be given under this Agreement shall be sufficient if in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or at such other address as either of the parties may from time to time designate in accordance with the provisions of this Section 19.

AeroVironment: Julie Dimmick
Senior Counsel
900 Enchanted Way
Simi Valley, CA 93065 USA

Telephone: +805-581-2198 ext. 1977
Facsimile: +626-359-9628
E-Mail: dimmick@avinc.com

Consultant: Jikun Kim
[Insert address]

Telephone:
Facsimile:
E-Mail:

20. Subject Headings. The subject headings in this Agreement have been used for the convenience of the parties and shall not be considered in any question of interpretation or construction of this Agreement.

21. Integration. This Agreement contains the entire understanding between the Parties, and there are no understandings or representations not set forth or incorporated by reference herein. No subsequent modifications of this Agreement shall be of any force or effect unless in writing and signed by both Parties hereto.

22. Facsimile. Each Party shall be authorized to rely upon the signatures of the other Party(ies) to this Agreement which are delivered by facsimile as constituting a duly authorized, irrevocable, actual delivery of this Agreement to be followed by original ink signatures of each person and entity.

23. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which together will constitute a single Agreement.

24. Preparation of This Agreement. The terms and provisions of this Agreement were arrived at after arm's length negotiations, and therefore, for the purposes of interpreting this Agreement, each Party shall be deemed to have participated and cooperated equally in the drafting and preparation of this Agreement. This Agreement shall not be interpreted against any Party in favor of any other Party due to its drafting.

25. Compliance with Laws. Consultant warrants that it is familiar with the provisions of the US conflict of interest and corrupt practices prohibitions and with similar laws, and that the Consultant will not do or fail to do anything which would cause the Consultant or AV to be in violation of these or any other laws or prohibitions. Consultant agrees that the violation of the aforesaid warranty automatically will give AV the right to annul this Agreement effective on the date of issuing a written notice of such election to annul. The warranties and agreements contained in this Section shall survive the termination of this Agreement.

In connection with any efforts of Consultant, it is expressly understood and agreed that nothing of value will be paid to or received by or for the account of any official or employee of any government or any state-owned enterprise, or to any bank account, company or entity in which any such official or employee has an interest, or to any person acting on behalf of any such official or employee. Consultant may, from time to time at the request of AV, be required to certify that it has complied with the foregoing.

AV may suspend or terminate all work being performed by Consultant's as the result of any actual or apparent violation of the foregoing or for failure by Consultant to promptly reaffirm, when requested, its compliance with this Section and all applicable laws, regulations or prohibitions of any kind.

26. Conflict of Interest. Consultant warrants this Agreement does not at time of execution, nor shall it in the future, conflict with any other agreement existing with Consultant as a party nor any agreement anticipated to be entered into in the future by Consultant.

Consultant agrees to hold harmless AV in regard to any government or private party claim of such a conflict of interest. Consultant shall timely and in advance of a conflict arising, make any disclosure necessary to AV to avoid the fact of or any impression that any such conflict exists or may soon exist.

27. Evidence Of Citizenship Or Immigrant Status. AV is required to obtain information concerning citizenship or immigrant status of Consultant personnel or Consultant's subcontractor personnel entering the premises of AV when such entry will require access to areas containing "technical data" or prior to disclosure of controlled data to Consultant. Consultant agrees to furnish this information before entry to AV premises or prior to disclosure of AV controlled information and at any time thereafter before substituting or adding new personnel to work on AV's premises or prior to receipt of AV controlled information as noted above. Information to be provided shall be in accordance with the requirements of **Attachment C** attached hereto. If Consultant has similar restrictions on data, AV shall meet the same standard prior to any disclosures to AV personnel. If the Consultant is not an individual, the Consultant shall execute the Certificate of Compliance with International Traffic in Arms Regulations attached hereto as **Attachment D**.

28. Export Control. Consultant and AV agree to abide by the export control laws and regulations of the United States Department of Commerce, the United States Department of State and other United States governmental agencies relating to the export of commercial or military technology.

Consultant and AV agree not to export "technical data" or disclose to third parties or export "Confidential Information" obtained from the other without express written consent and without any licenses required for any controlled item. Any information relating to AeroVironment air vehicle systems is considered controlled data and Confidential Information.

"Confidential Information" is defined in Section 8 of this Agreement.

"Technical Data" is defined in the export regulations as "Information..., which is required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance or modification of defense articles."

Consultant and AV agree that the commitment not to export includes “deemed export” (disclosure to Foreign persons in the United States) and that means “Foreign Persons” that may be in the employ of, present in the facilities of or in contact with Consultant or AV outside their respective business facilities. Any person who is not a citizen of the United States, a Lawful Permanent Resident (Green Card Holder) or a member of a protected class is a Foreign Person and cannot receive controlled data. Any business entity that is not incorporated or organized to do business in the United States is also a Foreign Person. Execution of this Agreement is the certification of the signing Parties that they will take all reasonable measures to protect the technical data and Confidential Information of the other from disclosure to any Foreign Persons.

Failure to obtain an export control license or other required authorization from the U.S. Government may result in criminal liability under U.S. laws. Express written consent from the disclosing Party, although required under this Agreement, does not constitute a governmental authorization nor an export license.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

AEROVIRONMENT INC.

CONSULTANT:

By : _____

By : _____

Name:

Name : Jikun Kim

Title : Senior Vice President

Title : Individual

ATTACHMENT A

FORM OF TASK ORDER

STANDARD CONSULTING AGREEMENT

Consultant: Jikun Kim

TASK ORDER #001

Project No. 2015-1001

Effort and/or Services to be provided by Consultant: Advise regarding assisting with the DCAA audit, financial closes and other back office support to assist with the transition, as requested by Tim Conver, CEO

A. AV Task Manager: Tim Conver

B. Performance Period: February 6, 2015 to February 5, 2015

C. Rates: Consultant shall receive a monthly retainer of \$2000 on the 15th day of each month during the twelve-month period beginning March 15, 2015 and ending February 15, 2016. In addition, Consultant will be compensated at the rate shown below for hours worked in any monthly period on project work tasked to Consultant by CEO Tim Conver to the extent that the hours worked in the monthly period exceed 8 hours.

Authorized Days	Rate	Total Not To Exceed Cost
As required	\$ 250.00/Hr.	\$ 50,000

Reference shall be made to Project No. shown above on all invoicing.

INVOICES SHALL BE SENT TO: Accounts Payable Group, Aero Vironment, Inc., 181 W. Huntington Drive, Suite 202, Monrovia, CA 91016

E. Expenses:

Maximum authorized expenses - As reasonably required, incurred and approved in advance.

Travel and/or miscellaneous expenses shall be reimbursed in accordance with current AV standard travel procedures; receipts shall accompany invoices of \$25 or more.

No labor or expense costs above those amounts shown here are to be incurred without the prior written approval of the AV Task Manager.

Aero Vironment, Inc.

Consultant

Signature

Signature

Name (Print)

Name (Print)

Title

Title

ATTACHMENT B

INTELLECTUAL PROPERTY

DECLARATION BY CONSULTANT

Consultant hereby contributes the intellectual property described below to the project that is the subject of this Agreement. Such contribution of use is limited to the restrictions of Section 9 of this Agreement.

Consulting Agreement

ATTACHMENT C

Consultant Security Review

Prior to entering the premises of AV, any Consultant or Consultant's subcontractor shall be required to provide the following:

U.S. Citizens

If you are a U.S. Citizen, you shall be required to provide AV's Security Officer with your birth certificate with a raised seal [**A photocopy will not be acceptable**], or a government certified copy of your birth certificate, or your passport, *and your* drivers license. You may call our Security Officer to make arrangements to handle these documents prior to sending them if you are not local. If you are local you may call and arrange for an interview at which time you can provide the documents.

If you have held a Department Of Defense security clearance, please provide our Security Officer your social security number. If you have provided this number on the W9 form with the Consulting Agreement you need not duplicate the effort. If you have not, please contact our Security Officer and a W9 will be provided to you.

Resident Aliens:

If you have been granted Resident Alien status, you will be required to produce this card before entering the facility.

This information is required due to government regulation(s). Failure to provide all information will delay or suspend processing. You must not begin work prior to compliance with the requests in this Attachment C.

If you are in the local area please call our Security Officer and set up an interview time and bring all requested documentation. If that is not possible, please call for a phone interview at (805) 581-2187 Xt. 333.

Send all Attachment C documentation to:

Mr. John R. Cenicola
Corporate Security Manager/FSO
AeroVironment Inc.
900 Enchanted Way
Simi Valley, California 93065

For your protection it is recommended that you overnight all information through a company that can track the package such as Fed-EX, DHL, or UPS. We will return all documentation by the same method.

Thank you for assisting us in our compliance with the government regulations.

Consulting Agreement

ATTACHMENT D

**COMPANY CERTIFICATION
OF
COMPLIANCE WITH THE**

INTERNATIONAL TRAFFIC IN ARMS REGULATIONS

Company:

This Certification is executed by an authorized official of the business entity noted above. It is the Certification that the entity shall comply with the International Traffic in Arms Regulations by taking reasonable steps to assure that any ITAR controlled technical data that is in the possession of the certifying entity shall not be provided to any "foreign person" without the consent of the United States Government in the form of an export license or technical assistance agreement as required by the applicable regulations. This commitment includes "deemed export" to the employees, vendors or third party contacts of the entity signing this Certification.

"Technical Data" is defined as information that is required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance or modification of defense articles.

A "Foreign Person" is any person who is not a citizen of the United States, a lawful Permanent Resident (Green Card Holder) or a member of a protected class. Any business entity that is not incorporated or organized to do business in the United States is also a "Foreign Person".

The certifying party also agrees, by making this Certification that the entity's personnel entering the premises of AV shall sign a personal certification when signing in and being issued a visitors badge.

Executed this day of , 2015

Authorized Official:

Signature

Printed Name:



181 W. Huntington Drive, Suite 202, Monrovia, CA 91016
Telephone (626) 357-9983 • Fax (626) 359-9628
www.avinc.com • NASDAQ: AVAV

PRESS RELEASE

**AeroVironment Appoints Teresa Covington as
Interim Chief Financial Officer**

Jikun Kim Leaving Company to Pursue Other Opportunities

MONROVIA, Calif., February 5, 2015 — **AeroVironment, Inc.** (AV) (NASDAQ:AVAV) today announced the appointment of Teresa Covington as interim chief financial officer, effective immediately until a permanent replacement has been selected and appointed. Covington succeeds Jikun Kim, who has resigned as senior vice president and chief financial officer.

“While decisions like this are never easy, I believe now is the right time,” said Jikun Kim. “Working with the AeroVironment team has been a tremendous personal and professional experience for me. Most rewarding has been helping to position the company for long-term growth. I am confident AeroVironment will achieve continued success.”

Tim Conner, AeroVironment chairman and chief executive officer, said, “Jikun Kim has contributed in many ways to AeroVironment’s progress and we are now stronger, more diversified and better positioned to achieve our growth potential than when Jikun joined in 2010. The Board of Directors, our employees and I thank Jikun for his service and wish him the best in his future endeavors.”

Kim is leaving the company to pursue other business opportunities. His departure is unrelated to any issues regarding financial disclosures, accounting or legal matters. AeroVironment is working with a leading global executive search firm to identify and evaluate qualified candidates to serve as chief financial officer.

About Teresa Covington

Since joining AeroVironment in 2011, Teresa Covington has provided financial leadership for AeroVironment’s EES business segment and has served as a senior

member of the company's finance team. Covington's responsibilities included financial analysis, planning, accounting, credit and collections as well as launching and leading a new product line management organization.

Prior to joining AeroVironment, Covington served as senior vice president and chief financial officer at Line 6, a \$100 million annual revenue musical instruments company now part of Yamaha. Covington earned her Master's in Business Administration from Stanford University Graduate School of Business, a Master's in Electrical Engineering from the University of Southern California and a Bachelor of Science in electrical engineering from the University of Illinois at Urbana-Champaign.

About AeroVironment, Inc.

AeroVironment is a technology solutions provider that designs, develops, produces, supports and operates an advanced portfolio of Unmanned Aircraft Systems (UAS) and electric transportation solutions. The company's electric-powered, hand-launched unmanned aircraft systems generate and process data to deliver powerful insight, on-demand, to people engaged in military, public safety and commercial activities around the world. AeroVironment's electric transportation solutions include a comprehensive suite of electric vehicle (EV) charging systems, installation and network services for consumers, automakers, utilities and government agencies, power cycling and test systems for EV developers and industrial electric vehicle charging systems for commercial fleets. More information about AeroVironment is available at www.avinc.com.

Safe Harbor Statement

Certain statements in this press release may constitute "forward-looking statements" as that term is defined in the Private Securities Litigation Reform Act of 1995. These statements are made on the basis of current expectations, forecasts and assumptions that involve risks and uncertainties, including, but not limited to, economic, competitive, governmental and technological factors outside of our control, that may cause our business, strategy or actual results to differ materially from those expressed or implied.

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Factors that could cause actual results to differ materially from the forward-looking statements include, but are not limited to, our ability to perform under existing contracts and obtain additional contracts; our reliance on sales to the U.S. government; changes in the timing and/or amount of government spending; changes in the supply and/or demand and/or prices for our products and services; changes in the regulatory environment; the activities of competitors; failure of the markets in which we operate to grow; failure to expand into new markets; failure to develop new products or integrate new technology with current products; and general economic and business conditions in the United States and elsewhere in the world. For a further list and description of such risks and uncertainties, see the reports we file with the Securities and Exchange Commission, including our most recent Annual Report on Form 10-K and Quarterly Reports on 10-Q. We do not intend, and undertake no obligation, to update any forward-looking statements, whether as a result of new information, future events or otherwise.

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