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

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

1. Name of conveying party(ies):

TURBINE ENGINE COMPONENTS
TECHNOLOGIES CORPORATION

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

3. Nature of conveyance:

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

Execution Date: 4/15/04

2. Name and address of receiving party(ies)

Name: Wachovia Bank, National Association

Internal Address: _____

Street Address: 191 Peachtree Street, N.E.

City: Atlanta State: GA Zip: 30303

Additional name(s) & address(es) attached? Yes No

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

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) None.

B. Patent No.(s) 4,815,939

Additional numbers attached? Yes No

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

Name: Donna J. Hunter, Paralegal

Internal Address: Paul, Hastings, Janofsky

& Walker LLP

Street Address: 600 Peachtree Street, N.E.

City: Atlanta State: GA Zip: 30308-2222

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

16-0752

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9. Signature.

Donna J. Hunter

Name of Person Signing

Signature

April 20, 2004

Date

Total number of pages including cover sheet, attachments, and documents: 5

04/28/2004 MBETACHE 00000005 4815939

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

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PATENT
REEL: 015259 FRAME: 0261

4-26-04

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 15th day of April, 2004, among the Grantors listed on the signature pages hereof (the "Grantors"), and WACHOVIA BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lender Group (as defined in the Credit Agreement described below) (the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 15, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among UCA Holdings, Inc., a Delaware corporation (the "Parent"), as a guarantor, Turbine Engine Components Technologies Corporation, a Delaware corporation, and Turbine Engine Components Technologies – Utica Corporation, a Delaware corporation, as borrowers (collectively as the "Borrowers" and individually as a "Borrower"), the Subsidiaries of the Borrowers party thereto as guarantors, the financial institutions party thereto as lenders (the "Lenders"), Wachovia Bank, National Association, as issuing bank (the "Issuing Bank"), and the Administrative Agent, the Lender Group (as defined in the Credit Agreement) is willing to make the Commitments (as defined in the Credit Agreement) available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to the Administrative Agent, for the benefit of the Lender Group, that certain Security Agreement dated as of April 15, 2004 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the benefit of the Lender Group, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. The Grantor hereby grants to the Administrative Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any Patent or any Patent licensed under any Intellectual Property License.

SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application, patent or reissue, division or continuation of any patent, the provisions of this Patent Security Agreement shall automatically apply thereto. The Grantors shall give prompt notice in writing to the Administrative Agent with respect to any such new patent rights. Without limiting the Grantors' obligations under this Section 4, the Grantors hereby authorize the Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new patent rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**TURBINE ENGINE COMPONENTS
TECHNOLOGIES CORPORATION**

Sworn to and subscribed before me
this 15th day of April, 2004.

NOTARY PUBLIC
Donna J. Hunter

My Commission Expires:
April 7, 2005

DONNA J. HUNTER
Notary Public, Gwinnett County, Georgia
My Commission Expires April 7, 2005

By: [Signature]
Name: Bernard W. Staneck Jr.
Title: CFO and Vice President

**ACCEPTED AND ACKNOWLEDGED
BY:**

**WACHOVIA BANK, NATIONAL
ASSOCIATION, as the Administrative
Agent**

Sworn to and subscribed before me
this 15th day of April, 2004.

NOTARY PUBLIC
Donna J. Hunter

My Commission Expires:
April 7, 2005

DONNA J. HUNTER
Notary Public, Gwinnett County, Georgia
My Commission Expires April 7, 2005

By: [Signature]
Name: Stephen R. Philpott
Title: Director

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations/ Applications

Description	Application/Patent Number	Application/Patent Date	Country
Twisted Hollow Airfoil with Non-Twisted Internal Support Ribs	4,815,939	March 28, 1989	USA

Patent Licenses

None.