

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Triumph Thermal Systems, Inc.	06/16/2010
RECEIVING PARTY DATA	
Name:	PNC Bank, National Association
Street Address:	249 Fifth Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15222
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6871774
CORRESPONDENCE DATA	
Fax Number:	(412)562-1041
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	412-562-1637
Email:	vicki.cremonese@bipc.com
Correspondent Name:	Michael L. Dever
Address Line 1:	301 Grant Street
Address Line 2:	20th Floor
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219
ATTORNEY DOCKET NUMBER:	0011046-300893
NAME OF SUBMITTER:	Michael L. Dever
Total Attachments: 7 source=pnc-triumph thermal systems patent security interest#page1.tif source=pnc-triumph thermal systems patent security interest#page2.tif source=pnc-triumph thermal systems patent security interest#page3.tif source=pnc-triumph thermal systems patent security interest#page4.tif	

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GRANT OF
SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), effective as of June 16, 2010 is made by Triumph Thermal Systems, Inc. a Delaware corporation, located at 200 Railroad Street, Forest OH 45843 (the "Pledgor"), in favor of PNC Bank, National Association, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Guarantee and Collateral Agreement, dated as of June 16, 2010 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), among Triumph Group, Inc., a Delaware Corporation and its subsidiaries which are signatories thereto (the "Grantor"), the Agent, and the other Secured Parties (as defined therein).

W I T N E S S E T H:

WHEREAS, pursuant to a Credit Agreement dated as of May 10, 2010 (the "Credit Agreement"), the Lenders severally agreed to make extensions of credit to Grantor upon the terms and subject to the conditions set forth therein and the Grantor agreed to enter into the Guarantee and Collateral Agreement;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Pledgor pledged and granted to the Agent for the benefit of the Agent and the other Secured Parties a continuing security interest in all U.S. Intellectual Property, all U.S. Intellectual Property agreements, and all Foreign Intellectual Property for which filings or other actions outside the United States are not required for perfection of the security interest granted, including the Patents; and

WHEREAS, the Pledgor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Grantor pursuant to the Guarantee and Collateral Agreement, the Pledgor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Pledgor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all

of the Pledgor's right, title and interest in, to and under the Patents (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the other Secured Parties to secure payment, performance and observance of the Obligations (as defined in the Guarantee and Collateral Agreement).

SECTION 3. Purpose. This Agreement has been executed and delivered by the Pledgor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Pledgor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TRIUMPH THERMAL SYSTEMS, INC.

By: M. D. Kost
Name:
Title:
Date:

PNC BANK, NATIONAL ASSOCIATION
as Administrative Agent for the Secured Parties

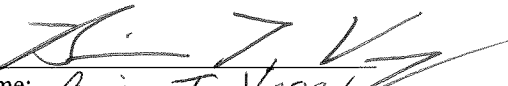
By: _____
Name:
Title:
Date:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TRIUMPH THERMAL SYSTEMS, INC.

By: _____
Name:
Title:
Date:

PNC BANK, NATIONAL ASSOCIATION
as Administrative Agent for the Secured Parties

By: 
Name: Brian T. Vesey
Title: Vice President
Date: 6-15-10

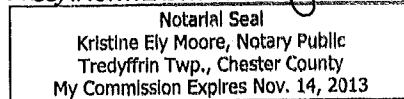
ACKNOWLEDGMENT OF PLEDGOR

STATE OF Pennsylvania
COUNTY OF Chester)^{ss}

On the 16th day of June, 2010, before me personally came M. David Kornblatt, who is personally known to me to be the Vice President of Triumph Thermal Systems, Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Kristine Ely Moore
Notary Public

COMMONWEALTH OF PENNSYLVANIA



Member, Pennsylvania Association of Notaries
(PLACE STAMP AND SEAL ABOVE)

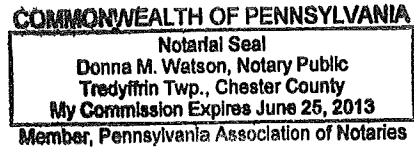
ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF PA)
)
COUNTY OF Chester) ss
)

On the 15th day of June, 2010, before me personally came Brian Tesey, who is personally known to me to be the Vice President of PNC Bank, National Association; who, being duly sworn, did depose and say that she/he is the Vice President of PNC Bank, National Association, the entity described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of PNC Bank, National Association; and that she/he acknowledged said instrument to be the free act and deed of PNC Bank, National Association.

Donna M Watson
Notary Public

(PLACE STAMP AND SEAL ABOVE)



SCHEDULE A

U.S. Patents and Applications

<u>Patent</u>	<u>Patent or Application Number</u>
Aluminum tubular heat exchanger and method of construction	#6,871,774

6003308