

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Standard Aero (San Antonio) Inc.	11/02/2012
RECEIVING PARTY DATA	
Name:	Bank of America, N.A.
Street Address:	333 South Hope Street
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7149659
Patent Number:	7702436
Patent Number:	7841814
CORRESPONDENCE DATA	
Fax Number:	9177777373
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-735-3000
Email:	andrew.patrick@skadden.com
Correspondent Name:	Skadden Arps Slate Meagher & Flom LLP
Address Line 1:	Four Times Square
Address Line 2:	Attn: Ashley Lott, Esq.
Address Line 4:	New York, NEW YORK 10036
ATTORNEY DOCKET NUMBER:	101510/12
NAME OF SUBMITTER:	Ashley Lott
Total Attachments: 5 source=Patent_Security_Agreement (Bank of America)#page1.tif source=Patent_Security_Agreement (Bank of America)#page2.tif source=Patent_Security_Agreement (Bank of America)#page3.tif source=Patent_Security_Agreement (Bank of America)#page4.tif source=Patent_Security_Agreement (Bank of America)#page5.tif	

CH \$120.00 7149659

PATENT SECURITY AGREEMENT, dated as of November 2, 2012, by Standard Aero (San Antonio) Inc., a Delaware corporation, located at 3523 General Hudnell Drive, San Antonio, Texas 78226, (the "Pledgor"), in favor of BANK OF AMERICA, N.A., a national association, with offices located at 333 South Hope Street, Los Angeles, California 90071, in its capacity co-collateral agent pursuant to the Credit Agreement, for the benefit of the Secured Parties (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a U.S. Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Pledgor and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. As collateral security for the payment and performance in full of all the Secured Obligations, the Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties, a lien on and security interest in all of the right, title and interest of the Pledgor in, to and under the following Pledged Collateral, wherever located, and whether now existing or hereafter arising or acquired from time to time:

(a) Patents issued or assigned to, and all patent applications made by, the Pledgor (whether applied for or issued in the United States or any other country or any political subdivision thereof), including those Patents of the Pledgor listed on Schedule I attached hereto together with any and all (i) rights and privileges arising under applicable law with respect to the Pledgor's use of any patents, (ii) inventions and improvements described and claimed therein, (iii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and amendments thereto, (iv) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present or future infringements thereof; and

(b) to the extent not included in the foregoing, all Proceeds of any and all of the foregoing;

provided, however, that the foregoing grant shall not apply to any Excluded Property.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the

Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents 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. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing any and all collateral pledge, grant, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

STANDARD AERO (SAN ANTONIO) INC.
as Pledgor

By: _____

Name: Robert Mionis

Title: CEO/President

[Signature Page to ABL Patent Security Agreement]

PATENT
REEL: 029382 FRAME: 0969

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 

Name: Matthew R. Van Steenhuyse
Title: Senior Vice President

[Signature Page to Patent Security Agreement]

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patents:

Country	Title	Patent No. (App. No.)	App. Date	Record Owner/ Liens
US	System and Method for Performing Reliability Analysis	(11/196,200) 7,149,659	Filed 8/3/05 Granted 12/1/06	Standard Aero (San Antonio), Inc.
US	System and Method of Troubleshooting Aircraft System Failures	7,702,436 (11/541,241)	Filed 9/29/06 Granted 4/20/10	Standard Aero (San Antonio), Inc.
US	Trailer and Method of Transporting an Engine	7,841,814 (11/823,952)	Filed 6/29/07 Granted 11/30/10	Standard Aero (San Antonio), Inc.