

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3082603

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ASE HOLDINGS, INC.	10/24/2014
AERO SYSTEMS ENGINEERING, INC.	10/24/2014
AS ACQUISITION, INC.	10/24/2014
RECEIVING PARTY DATA	
Name:	SUNTRUST BANK
Street Address:	401 COMMERCE STREET
Internal Address:	SUITE 4400
City:	NASHVILLE
State/Country:	TENNESSEE
Postal Code:	37219
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	6725912
Patent Number:	6748800
Patent Number:	6997049
Patent Number:	7153136
Application Number:	13847762
Application Number:	61902968
CORRESPONDENCE DATA	
Fax Number:	(615)726-3575
<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:	615-244-5200
Email:	alexandra.mackay@stites.com
Correspondent Name:	STITES & HARBISON PLLC
Address Line 1:	401 COMMERCE STREET
Address Line 2:	SUITE 800
Address Line 4:	NASHVILLE, TENNESSEE 37219
ATTORNEY DOCKET NUMBER:	02000N/141076
NAME OF SUBMITTER:	ALEXANDRA MACKAY

PATENT

SIGNATURE:	/Alex/
DATE SIGNED:	10/27/2014
Total Attachments: 7 source=PATENT SECURITY AGREEMENT#page1.tif source=PATENT SECURITY AGREEMENT#page2.tif source=PATENT SECURITY AGREEMENT#page3.tif source=PATENT SECURITY AGREEMENT#page4.tif source=PATENT SECURITY AGREEMENT#page5.tif source=PATENT SECURITY AGREEMENT#page6.tif source=PATENT SECURITY AGREEMENT#page7.tif	

PATENT SECURITY AGREEMENT

This Patent Security Agreement, dated as of October 24th 2014, is recorded with the Assignment Division of the United States Patent and Trademark Office (the “PTO”) to provide notice of that security interest granted in those certain Assignment and Security Agreements (the “Primary Security Agreements”) among each of ASE HOLDINGS, INC., a Delaware corporation (“ASE Holdings”), AERO SYSTEMS ENGINEERING, INC., a Minnesota corporation (“Aero Systems”), and AS ACQUISITION, INC., a Delaware corporation (jointly and severally, the “Debtors”) and SUNTRUST BANK, a Georgia banking corporation (“SunTrust”).

Debtors and SunTrust hereby agree as follows:

1. Definitions; Interpretations.

- (a) *Definitions in Primary Security Agreement.* Except as set forth in the introductory paragraph and below, all capitalized terms used in this Patent Security Agreement and not defined in this Patent Security Agreement shall have the meanings ascribed to them in the Primary Security Agreements.
- (b) *Certain Defined Terms.* As used in this Patent Security Agreement, the following terms shall have the following meanings:
 - (i) “Collateral” has the meaning set forth in *Section 2(a)*.
 - (ii) “Commercial Tort Claims” has the meaning set forth in the UCC.
 - (iii) “UCC” means the Uniform Commercial Code as adopted and in effect in the States of Tennessee, Delaware, and Minnesota, as applicable.
- (c) *UCC Defined Terms.* Except as otherwise defined in this Patent Security Agreement, terms used in this Patent Security Agreement shall have the meanings ascribed to them in the UCC.
- (d) *Construction.* In this Patent Security Agreement, the following rules of construction and interpretation apply as well as any rules of construction and interpretation applicable to the Primary Security Agreement consistent with the following (which are hereby incorporated into this Patent Security Agreement by reference): (i) No reference to “proceeds” in this Patent Security Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtors; (ii) “Includes” and “including” are not limiting; (iii) “Or” is not exclusive; (iv) “All” includes “any” and “any” includes “all.”

2. Security Interest.

- (a) Grant. As security for the payment of the Indebtedness, Debtors hereby grant to SunTrust a security interest in all of Debtors’ right, title, and interest in, to, and under the following property (in each case whether now or hereafter existing or

arising, or in which Debtors now have or hereafter own, acquire, or develop an interest, and wherever located, collectively, the "Collateral"):

- (i) All patents and patent applications, domestic or foreign (including those identified on ***Exhibit A***, attached to and made a part of this Patent Security Agreement), all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof (collectively, "Patents"), all licenses related to any of the foregoing and all income and royalties with respect to any licenses, all rights to sue for past, present, or future infringement of the foregoing, and all rights arising therefrom and pertaining thereto;
- (ii) All general intangibles and all intellectual or other intangible property of Debtors of any kind or nature associated with or arising out of any of the aforementioned properties and assets and not otherwise described above;
- (iii) All proceeds of any and all of the foregoing Collateral (including rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not SunTrust is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

3. Supplement. The parties have entered into this Patent Security Agreement in conjunction with the Primary Security Agreement. SunTrust's rights and remedies with respect to the security interests granted in this Patent Security Agreement are without prejudice to, and are in addition to those set forth in the Primary Security Agreement or any other security documents referenced in the Primary Security Agreement, all terms and provisions of which are incorporated into this Patent Security Agreement by this reference. All covenants, terms, and provisions of the Patent Security Agreement and the Primary Security Agreement are cumulative, and shall be performed and satisfied in accordance with their respective terms.
4. Representations and Warranties. Each Debtor represents and warrants to SunTrust that a true and correct list of all of the existing Patents registered or applied for before a governmental authority is set forth in ***Exhibit A***.
5. Further Acts. On a continuing basis, and at Debtors' expense, each Debtor shall make, execute, acknowledge, and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be reasonably necessary or advisable or may be reasonably requested by SunTrust to carry out the intent and purpose of this Patent Security Agreement, or for assuring, confirming, or protecting the grant or perfection of the security interest granted or purported to be granted in this Patent Security Agreement, to ensure Debtor's compliance with this Patent Security Agreement or to enable SunTrust to exercise and enforce its rights and remedies under this Patent Security Agreement with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. SunTrust may record this Patent Security Agreement, an abstract of it, or any other document that describes SunTrust's

interest in the Collateral with the PTO, at Debtors' expense. In addition, each Debtor authorizes SunTrust to file financing statements describing the Collateral in any UCC filing office SunTrust deems appropriate. If a Debtor holds or acquires a Commercial Tort Claim related to the Collateral at any time, the Debtor shall immediately notify SunTrust in a writing signed by the Debtor of the details related to it and grant SunTrust in such writing a security interest in such Commercial Tort Claim and in the proceeds of it, all upon the terms of this Patent Security Agreement.


6. Authorization to Supplement. If any of the Debtors obtains any ownership interest in any new patent application or patent for any reissue, division, or continuation of any patent (collectively, "New Patents"), the provisions of this Patent Security Agreement shall automatically apply to them. Each Debtor shall give prompt written notice to SunTrust regarding any such New Patent rights. Upon written notice of any New Patent right by a Debtor to SunTrust, the parties shall mutually agree to modify this Patent Security Agreement by amending *Exhibit A* to include any such New Patent rights. Notwithstanding the foregoing, no failure to so modify *Exhibit A* or this Patent Security Agreement shall in any way affect, invalidate, or detract from SunTrust's continuing security interest in all Collateral, whether or not listed on *Exhibit A*.
7. Binding. This Patent Security Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Debtors, SunTrust, and their respective successors and assigns. None of the Debtors may assign, transfer, hypothecate, or otherwise convey its rights, benefits, obligations, or duties under this Patent Security Agreement except as specifically permitted by the Primary Security Agreement.
8. Governing Law. This Patent Security Agreement shall be governed by, and construed in accordance with, the law of the State of Tennessee, except to the extent the laws of the State of Delaware apply to the perfection or priority of the security interests in favor of SunTrust and except as required by mandatory provisions of law.
9. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute a single agreement.
10. Severability. If one or more provisions contained in this Patent Security Agreement are declared invalid, illegal, or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality, or unenforceability in such jurisdictions or with respect to such parties shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any or any other provisions of this Patent Security Agreement.
11. Notices. All notices and other communications required under this Patent Security Agreement shall be in writing and shall be mailed, sent or delivered in accordance with the Primary Security Agreement.

12. Entire Agreement. This Patent Security Agreement (including *Exhibit A*) and the Primary Security Agreement, together with any and all exhibits and schedules attached to the foregoing, contain the entire agreement of the parties with respect to the subject matter of them, and supersede all prior drafts and communications related to the same subject matter. To the extent there is any direct conflict between this Patent Security Agreement and the Primary Security Agreement, the terms and conditions in the Primary Security Agreement shall govern. Neither this Agreement nor any provision of it may be modified, amended, or waived except by the written agreement of the parties, as set forth in the Primary Security Agreement.

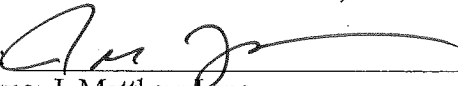
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IN WITNESS WHEREOF, this Patent Security Agreement has been executed and delivered as of the date first above written.


ASE HOLDINGS, INC.

By: 
Name: J. Matthew Lane
Title: Senior Vice President and Secretary
Date: October 24, 2014

AERO SYSTEMS ENGINEERING, INC.

By: 
Name: J. Matthew Lane
Title: Senior Vice President and Secretary
Date: October 24, 2014

AS ACQUISITION, INC.

By: 
Name: J. Matthew Lane
Title: Senior Vice President and Secretary
Date: October 24, 2014

Patent Security Agreement

SUNTRUST BANK

By: 

Name: Peter Lee

Title: Senior Vice President

Date: October 24, 2014

Patent Security Agreement

PATENT
REEL: 034066 FRAME: 0983

EXHIBIT A

PATENT-RELATED COLLATERAL

PAT. OR APP. #	TITLE	PRIORITY DATE	FILING DATE	ISSUE DATE
6,725,912	Wind tunnel and heat exchanger therefor	05.21.99	05.18.00	04.27.04
6,748,800	Wind tunnel and collector configuration therefor	08.29.01	08.28.02	06.15.04
6,997,049	Wind tunnel and collector configuration therefor	08.29.01	11.04.03	02.14.06
7,153,136	Free fall simulator	08.20.02	08.18.03	12.26.06
13/847,762	Silencer incorporating elongated members	03.21.12	03.20.13	n/a
61/902,968	System and method for improving engine thrust measurement accuracy (provisional)	11.12.13	11.12.13	n/a

1079778-7:NASHVILLE
10/23/14