

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3423460

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
HAVERFIELD INTERNATIONAL INCORPORATED	07/02/2015
RECEIVING PARTY DATA	
Name:	SANTANDER BANK, N.A.
Street Address:	345 N. SECOND STREET
City:	HARRISBURG
State/Country:	PENNSYLVANIA
Postal Code:	17101
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	6769514
Patent Number:	6675935
Patent Number:	6994186
Patent Number:	7931121
Patent Number:	7501574
Patent Number:	8051544
Patent Number:	8662550
Patent Number:	8794380
Patent Number:	8782885
CORRESPONDENCE DATA	
Fax Number:	(717)260-1641
<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:	717-232-8000
Email:	trademarks@mwn.com
Correspondent Name:	SUE HEBERLIG
Address Line 1:	100 PINE STREET
Address Line 4:	HARRISBURG, PENNSYLVANIA 17108
ATTORNEY DOCKET NUMBER:	20432-0014
NAME OF SUBMITTER:	SUE HEBERLIG

SIGNATURE:	/SueHeb/
DATE SIGNED:	07/02/2015
Total Attachments: 18 source=A4561792#page1.tif source=A4561792#page2.tif source=A4561792#page3.tif source=A4561792#page4.tif source=A4561792#page5.tif source=A4561792#page6.tif source=A4561792#page7.tif source=A4561792#page8.tif source=A4561792#page9.tif source=A4561792#page10.tif source=A4561792#page11.tif source=A4561792#page12.tif source=A4561792#page13.tif source=A4561792#page14.tif source=A4561792#page15.tif source=A4561792#page16.tif source=A4561792#page17.tif source=A4561792#page18.tif	

**PATENTS, TRADEMARKS, COPYRIGHTS
AND LICENSES SECURITY AGREEMENT**

THIS PATENTS, TRADEMARKS, COPYRIGHTS, AND LICENSES SECURITY AGREEMENT ("Agreement") is made as of July 2, 2015, by **Haverfield Holding Corporation** ("Haverfield"), a Delaware corporation, **Haverfield International Incorporated** ("HII"), a Delaware corporation and wholly-owned subsidiary of Haverfield, and **Dylan Aviation, LLC** ("Dylan"), a Pennsylvania limited liability company and wholly owned subsidiary of HII (Haverfield, HII and Dylan being each individually referred to herein as a "Company" and being collectively referred to herein as the "Companies"), each with its chief executive office located at 1750 Emmitsburg Road, Gettysburg, Pennsylvania 17325, and delivered to **SANTANDER BANK, N.A.**, a national banking association, its successors and assigns (the "Senior Lender"), having a mailing address of 345 N. Second Street, Harrisburg, Pennsylvania 17101.

BACKGROUND

A. This Agreement is being executed and delivered to Senior Lender as additional security for the Obligations of the Companies under that certain Eighth Amended and Restated Loan Agreement, dated as of the date hereof, by and among the Companies and Senior Lender (as amended, modified, extended, restated or replaced from time to time, the "Loan Agreement"). Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. The Companies have adopted, used and are using (or have filed applications and/or registrations of) the patents, patent rights, and patent applications, if any (collectively, the "Patents"); trademarks, service marks, trade names, and service trade names, if any (collectively, "Trademarks"); copyrights, and copyright applications and licenses, if any (collectively, the "Copyrights"); and goodwill associated thereto ("Goodwill") listed on **Schedule A** attached hereto and made part hereof (all such Patents, Trademarks, Copyrights or Goodwill hereinafter referred to as the "Assets").

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Documents entered into in connection therewith, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, each Company grants to Senior Lender a lien on, and security interest in, all of its present and future right, title and interest in and to the Assets, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Each Company represents, warrants and covenants that:

(a) To the best of such Company's knowledge, the Assets are subsisting and have not been adjudged invalid or unenforceable;

(b) To the best of such Company's knowledge, each of the Assets is valid and enforceable;

(c) To the best of such Company's knowledge, such Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Assets, and each of the Assets is free and clear of any liens, claims, charges and encumbrances, including, without limitation,

pledges, assignments, licenses and covenants by such Company not to sue third persons, except for Permitted Liens;

(d) Such Company has the authority to enter into this Agreement and perform its terms;

(e) The Assets listed on Schedule A constitute all of the Assets registered in the United States, and all applications for any of the foregoing, now owned by such Company. If, before all Obligations shall have been indefeasibly paid and satisfied in full, such Company shall obtain rights to any new registered patent, trademark or copyright or application therefor, the provisions of this Agreement shall automatically apply thereto and such patent, trademark or copyright or application therefor shall be deemed part of the Assets. Each Company shall give Senior Lender prompt written notice thereof along with an amended Schedule A.

3. So long as an Event of Default or event which, with the giving of notice or passage of time, or both, would constitute an Event of Default ("Default") has not occurred under the Loan Agreement, each Company shall continue to have the exclusive right to use, license, sell or otherwise deal with the Assets subject to the terms of the Loan Agreement and Senior Lender shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

4. If and while an Event of Default exists under the Loan Agreement, each Company hereby covenants and agrees that Senior Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the Commonwealth of Pennsylvania, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. In such event, each Company hereby authorizes and empowers Senior Lender, its successors and assigns, and any officer or agent of Senior Lender as Senior Lender may select, in its exclusive discretion, as such Company's true and lawful attorney in-fact, with the power to endorse such Company's name on all applications, assignments, documents, papers and instruments necessary for Senior Lender, to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or necessary for Senior Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute an assignment in the form attached hereto as Exhibit 1. Each Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

5. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the parties hereto.

6. All rights and remedies herein granted to Senior Lender shall be in addition to any rights and remedies granted under the Loan Agreement and the Loan Documents. In the event of an inconsistency between this Agreement and the Loan Agreement, the language of the Loan Agreement shall control.

7. Upon each Company's performance of all of the obligations under the Loan Agreement and the Loan Documents and full and unconditional satisfaction of all Obligations, Senior Lender shall execute and deliver to the Companies all documents reasonably necessary to terminate Senior Lender's security interest in the Assets.

8. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Senior Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or

recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Senior Lender's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by the Companies on demand by Senior Lender and until so paid shall be added to the principal amount of Obligations and shall bear interest at the otherwise applicable rate of interest prescribed in the Loan Agreement.

9. Each Company shall have the right to bring suit in its own name to enforce the Assets, in which event Senior Lender may, if such Company reasonably deems it necessary, be joined as a nominal party to such suit if Senior Lender shall have been satisfied, in its sole discretion, that Senior Lender is not thereby incurring any risk of liability because of such joinder. The Companies shall promptly, upon demand, reimburse and indemnify Senior Lender for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Senior Lender in the fulfillment of the provisions of this paragraph.

10. During the existence of an Event of Default under the Loan Agreement, Senior Lender may, without any obligation to do so, complete any obligation of any Company hereunder, in such Company's name or in Senior Lender's name, but at such Company's expense, and such Company hereby agrees to reimburse Senior Lender in full for all costs and expenses, including reasonable attorneys' fees, incurred by Senior Lender in protecting, defending and maintaining the Assets.

11. No course of dealing between the Companies and Senior Lender nor any failure to exercise, nor any delay in exercising, on the part of Senior Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Senior Lender's rights and remedies with respect to the Assets, whether established hereby or by the other Loan Documents, or by any other future agreements between the Companies and Senior Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

12. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

13. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

14. This Agreement and all matters arising here from or relating hereto (whether arising in tort, contract or otherwise) shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its otherwise applicable principles of conflicts of laws.


15. The Companies and Senior Lender each waive any and all rights either may have to a jury trial in connection with any litigation commenced by or against Senior Lender with respect to rights and obligations of the parties hereto or relating hereto.

16. This Agreement may be executed in multiple counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one fully completed, fully executed document. Signatures by facsimile shall bind the parties hereto.

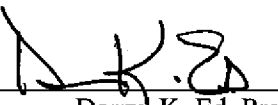
[SIGNATURES APPEAR ON FOLLOWING PAGE]

Dated the date and year first written above.

Haverfield Holding Corporation,
a Delaware corporation

By:  (SEAL)
Darryl K. Ed, President

Haverfield International Incorporated, a Delaware corporation

By:  (SEAL)
Darryl K. Ed, President

Dylan Aviation, LLC,
a Pennsylvania limited liability company


By: Haverfield International Incorporated,
its sole member

By:  (SEAL)
Darryl K. Ed, President

Approved and Accepted:

SENIOR LENDER:

SANTANDER BANK, N.A.

By: 
Michael L. Postupak,
Senior Vice President

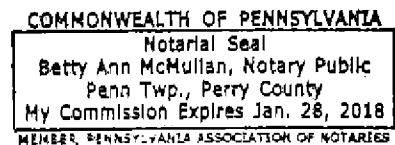
COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF DAUPHIN :

On this, the 2nd day of July, 2015, before me, a Notary Public, the undersigned officer, personally appeared Darryl K. Ed, who acknowledged himself to be the President of Haverfield Holding Corporation, a Delaware corporation, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public

(SEAL)



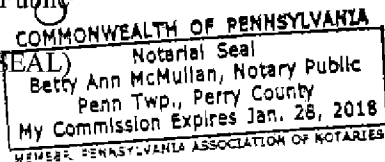
COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF DAUPHIN :

On this, the 2nd day of July, 2015, before me, a Notary Public, the undersigned officer, personally appeared Darryl K. Ed, who acknowledged himself to be the President of Haverfield International Incorporated, a Delaware corporation, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public

(SEAL)



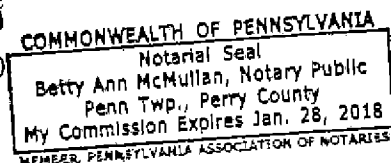
COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF DAUPHIN :

On this, the 2nd day of July, 2015, before me, a Notary Public, the undersigned officer, personally appeared Darryl K. Ed, who acknowledged himself to be the President of Haverfield International Incorporated, a Delaware corporation, the sole member of Dylan Aviation, LLC, a Pennsylvania limited liability company, and that he, as such officer of the sole member, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public

(SEAL)



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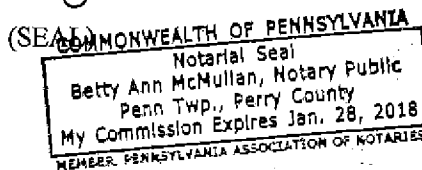
PATENT
REEL: 035968 FRAME: 0701

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF DAUPHIN :

On this, the 2nd day of July, 2015, before me, a Notary Public, the undersigned officer, personally appeared Michael L. Postupak, who acknowledged himself to be a Senior Vice President of Santander Bank, N.A., a national banking association, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public



SCHEDULE A

HAVERFIELD PATENT PROPERTIES

Patent/Appln. No.	Owner/Assignee	Description
U.S. Patent no. 6,769,514	Haverfield International Incorporated	Helicopter lineman's ladder and method for energized power line repair.
U.S. Patent no. 6,675,935	Haverfield International Incorporated	Helicopter lineman's ladder and method for energized power line repair.
U.S. Patent no. 6,994,186	Haverfield International Incorporated	Helicopter lineman's ladder.
U.S. Patent No. 7,931,121	Haverfield International Incorporated	Transfer platform.
U.S. Patent No. 7,501,574	Haverfield International Incorporated	Conductor support assembly.
U.S. Patent No. 8,051,544	Haverfield International Incorporated	Method of replacing insulators on a tower and insulator support and transport assembly therefor.
U.S. Patent No. 8,662,550	Haverfield International Incorporated	Method of replacing insulators on a tower and insulator support and transport assembly therefor.
U.S. Patent No. 8,794,380	Haverfield International Incorporated	Helicopter emplaceable cart for travel along electrical power lines.
U.S. Patent No. 8,782,885	Haverfield International Incorporated	Method and apparatus for replacing insulators on energized power lines.

Haverfield Trademarks



Reg. No.	Mark	Ownership
US 1682224	HAVERFIELD	Haverfield International Incorporated
US 4005975	HAVERFIELD	Haverfield International Incorporated (DBA Haverfield Aviation, Inc.)
US 4031187	Logo Color 	Haverfield International Incorporated (DBA Haverfield Aviation, Inc.) No
US 4062495	Logo BW 	Haverfield International Incorporated (DBA Haverfield Aviation, Inc.)
US 4086578	TEAM HAVERFIELD	Haverfield International Incorporated (DBA Haverfield Aviation, Inc.)
US 4005982	HAVERFIELDTECH	Haverfield International Incorporated (DBA Haverfield Aviation, Inc.)

EXHIBIT 1

PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS ASSIGNMENT

WHEREAS, HAVERFIELD HOLDING CORPORATION, a Delaware corporation (“Grantor”), is the registered owner of the assets listed on Schedule A attached hereto and made a part hereof (“Assets”), which are registered in the United States Patent and Trademark Office; and

WHEREAS, SANTANDER BANK, N.A., a national banking association (“Grantee”), having a place of business at 345 N. Second Street, Harrisburg, Pennsylvania 17101, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Patents, Trademarks, Licenses and Copyrights Security Agreement, dated as of July 2, 2015, between Grantor and Santander Bank, N.A., all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks, Licenses and Copyrights Assignment to be executed as of _____.

HAVERFIELD HOLDING CORPORATION

By: _____
Attorney-in-fact

Witness: _____

EXHIBIT 1

PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS ASSIGNMENT

WHEREAS, HAVERFIELD INTERNATIONAL INCORPORATED, a Delaware corporation (“Grantor”), is the registered owner of the assets listed on Schedule A attached hereto and made a part hereof (“Assets”), which are registered in the United States Patent and Trademark Office; and

WHEREAS, SANTANDER BANK, N.A., a national banking association (“Grantee”), having a place of business at 345 N. Second Street, Harrisburg, Pennsylvania 17101, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Patents, Trademarks, Licenses and Copyrights Security Agreement, dated as of July 2, 2015, between Grantor and Santander Bank, N.A., all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks, Licenses and Copyrights Assignment to be executed as of _____.

HAVERFIELD INTERNATIONAL INCORPORATED

By: _____
Attorney-in-fact

Witness: _____

EXHIBIT 1

PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS ASSIGNMENT

WHEREAS, DYLAN AVIATION, LLC, a Pennsylvania limited liability company (“Grantor”), is the registered owner of the assets listed on Schedule A attached hereto and made a part hereof (“Assets”), which are registered in the United States Patent and Trademark Office; and

WHEREAS, SANTANDER BANK, N.A., a national banking association (“Grantee”), having a place of business at 345 N. Second Street, Harrisburg, Pennsylvania 17101, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Patents, Trademarks, Licenses and Copyrights Security Agreement, dated as of July 2, 2015, between Grantor and Santander Bank, N.A., all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks, Licenses and Copyrights Assignment to be executed as of _____.

DYLAN AVIATION, LLC
by HAVERFIELD INTERNATIONAL
INCORPORATED its Sole member

By: _____
Attorney-in-fact

Witness: _____

POWER OF ATTORNEY

HAVERFIELD HOLDING CORPORATION, a Delaware corporation (“Grantor”), hereby authorizes SANTANDER BANK, N.A., a national banking association, its successors and assigns, and any officer or agent thereof (collectively, the “Grantee”) as Grantor’s true and lawful attorney-in-fact, with the power to endorse Grantor’s name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Patents, Trademarks, Licenses and Copyrights Security Agreement between Grantor and Grantee dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the “Agreement”), including, without limitation, the power to use the Assets (as defined in the Agreement) and listed on Schedule A attached hereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets, in each case subject to the terms of the Agreement.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of a certain Eighth Amended and Restated Loan Agreement bearing even date herewith between Grantee, as lender, and Grantor, as borrower, as each document may be hereinafter amended, modified, extended, restated or replaced from time to time.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Agreement.

This Power of Attorney shall be irrevocable for the life of the Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, on July 2, 2015.

HAVERFIELD HOLDING CORPORATION,
a Delaware corporation

By:  (SEAL)
Darryl K. Ed, President

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
COMMONWEALTH OF PENNSYLVANIA :
 : SS:
COUNTY OF DAUPHIN :

On this, the 2nd day of July, 2015, before me, a Notary Public, the undersigned officer, personally appeared Darryl K. Ed, to me known and being duly sworn, deposes and says that he is President of HAVERFIELD HOLDING CORPORATION; the Grantor described in the foregoing Power of Attorney; that he signed the Power of Attorney thereto as such officer pursuant to the authority vested in him by law; that the within Power of Attorney is the voluntary act of such corporation; and he desires the same to be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
(SEAL) Betty Ann McMullan, Notary Public
Penn Twp., Perry County
My Commission Expires Jan. 28, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

POWER OF ATTORNEY

HAVERFIELD INTERNATIONAL INCORPORATED, a Delaware corporation (“Grantor”), hereby authorizes SANTANDER BANK, N.A., a national banking association, its successors and assigns, and any officer or agent thereof (collectively, the “Grantee”) as Grantor’s true and lawful attorney-in-fact, with the power to endorse Grantor’s name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Patents, Trademarks, Licenses and Copyrights Security Agreement between Grantor and Grantee dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the “Agreement”), including, without limitation, the power to use the Assets (as defined in the Agreement) and listed on Schedule A attached hereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets, in each case subject to the terms of the Agreement.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of a certain Eighth Amended and Restated Loan Agreement bearing even date herewith between Grantee, as lender, and Grantor, as borrower, as each document may be hereinafter amended, modified, extended, restated or replaced from time to time.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Agreement.

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IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, on July 2, 2015.

**HAVERFIELD INTERNATIONAL
INCORPORATED,**
a Delaware corporation

By:  (SEAL)
Darryl K. Ed, President

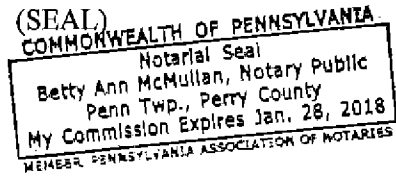
ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
COMMONWEALTH OF PENNSYLVANIA :
 : SS:
COUNTY OF DAUPHIN :

On this, the 2nd day of July, 2015, before me, a Notary Public, the undersigned officer, personally appeared Darryl K. Ed, to me known and being duly sworn, deposes and says that he is President of HAVERFIELD INTERNATIONAL INCORPORATED; the Grantor described in the foregoing Power of Attorney; that he signed the Power of Attorney thereto as such officer pursuant to the authority vested in him by law; that the within Power of Attorney is the voluntary act of such corporation; and he desires the same to be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public



POWER OF ATTORNEY

HAVERFIELD INTERNATIONAL INCORPORATED, a Delaware corporation and the sole member of DYLAN AVIATION, LLC, a Pennsylvania limited liability company ("Grantor"), hereby authorizes SANTANDER BANK, N.A., a national banking association, its successors and assigns, and any officer or agent thereof (collectively, the "Grantee") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Patents, Trademarks, Licenses and Copyrights Security Agreement between Grantor and Grantee dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Agreement"), including, without limitation, the power to use the Assets (as defined in the Agreement) and listed on Schedule A attached hereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets, in each case subject to the terms of the Agreement.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of a certain Eighth Amended and Restated Loan Agreement bearing even date herewith between Grantee, as lender, and Grantor, as borrower, as each document may be hereinafter amended, modified, extended, restated or replaced from time to time.

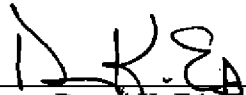
Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Agreement.

This Power of Attorney shall be irrevocable for the life of the Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, on July 2, 2015.

DYLAN AVIATION, LLC

By: HAVERFIELD INTERNATIONAL
INCORPORATED, its Sole member

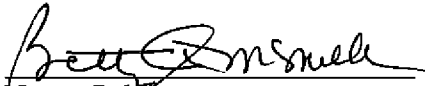
By:  (SEAL)
Darryl K. Ed, President

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
COMMONWEALTH OF PENNSYLVANIA :
 : SS:
COUNTY OF DAUPHIN :

On this, the 2nd day of July, 2015, before me, a Notary Public, the undersigned officer, personally appeared Darryl K. Ed, to me known and being duly sworn, deposes and says that he is President of HAVERFIELD INTERNATIONAL INCORPORATED, the sole member of DYLAN AVIATION, LLC; the Grantor described in the foregoing Power of Attorney; that he signed the Power of Attorney thereto as such officer pursuant to the authority vested in him by law; that the within Power of Attorney is the voluntary act of such corporation; and he desires the same to be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public

COMMONWEALTH OF PENNSYLVANIA
(SEAL) Notarial Seal
Betty Ann McMullan, Notary Public
Penn Twp., Perry County
My Commission Expires Jan. 28, 2018
MEMBER PENNSYLVANIA ASSOCIATION OF NOTARIES

{A4531552:4}