

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3791031

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
AVIATION TECHNICAL SERVICES, INC.	09/30/2015
RECEIVING PARTY DATA	
Name:	MEDLEY CAPITAL LLC
Street Address:	375 PARK AVENUE
Internal Address:	33RD FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10152
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	62002546
Application Number:	14720642
CORRESPONDENCE DATA	
Fax Number:	(866)959-3484
<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:	2128082700
Email:	rizzosd@pepperlaw.com
Correspondent Name:	PEPPER HAMILTON LLP
Address Line 1:	620 EIGHTH AVENUE
Address Line 2:	37TH FLOOR
Address Line 4:	NEW YORK, NEW YORK 10018-1405
ATTORNEY DOCKET NUMBER:	138543.00029
NAME OF SUBMITTER:	SAMANTHA RIZZO
SIGNATURE:	/Samantha Rizzo/
DATE SIGNED:	03/18/2016
Total Attachments: 5	
source=Second Lien Patent Security Agreement#page1.tif	
source=Second Lien Patent Security Agreement#page2.tif	
source=Second Lien Patent Security Agreement#page3.tif	

source=Second Lien Patent Security Agreement#page4.tif

source=Second Lien Patent Security Agreement#page5.tif

Second Lien Patent Security Agreement

SECOND LIEN PATENT SECURITY AGREEMENT dated as of September 30, 2015, (this “**Agreement**”), among AVIATION TECHNICAL SERVICES, INC., a Washington corporation (the “**Grantor**”) and MEDLEY CAPITAL LLC, as Collateral Agent.

WHEREAS, JLL ATS Acquisition Inc. (“**Merger Sub**”), Aviation Technical Services, Inc. (the “**Parent Borrower**”), ATS Parent Co., Inc. (“**Holdings**”), the Lenders party thereto, Medley Capital LLC, as Administrative Agent (together with its successors and assigns, the “**Administrative Agent**”) and Collateral Agent, and the other parties from time to time party thereto have entered into the Second Lien Credit Agreement dated as of September 30, 2015 (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). The Lenders have agreed to extend credit to the Parent Borrower subject to the terms and conditions set forth in the Credit Agreement conditioned upon, among other things, the execution and delivery of this Agreement.

WHEREAS, in connection with the Credit Agreement, the Grantor executed that Second Lien Security Agreement (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Security Agreement**”) dated as of September 30, 2015, among Merger Sub, Parent Borrower, Holdings, the other Subsidiary Parties named therein and Medley Capital LLC, as Collateral Agent (together with its successors and assigns, the “**Collateral Agent**”) pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Lenders to make the Loans under the Credit Agreement and to induce the issuance of the Letters of Credit under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby makes covenants and agrees with the Collateral Agent for the benefit of the Secured Creditors as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.04 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby pledges and grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Patent Collateral**”):

(a) all letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (“USPTO”) or any similar offices in any other country, including those listed on Schedule I, and

(b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein, together with

(c) any and all (i) proceeds, income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements or other violations thereof, (ii) rights to sue or otherwise recover for past, present or future infringements or other violations thereof and (iii) rights corresponding thereto throughout the world.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Recordation. The Grantor hereby authorizes and requests that the USPTO record this Agreement.

SECTION 5. Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

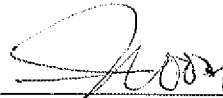
SECTION 6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

AVIATION TECHNICAL SERVICES, INC.,
as the Grantor

By: _____




Name: Donald J. Cook

Title: Chief Financial Officer and Treasurer

Second Lien Patent Security Agreement

PATENT
REEL: 038168 FRAME: 0372

MEDLEY CAPITAL LLC,
as Collateral Agent

By: 
Name: Richard T. Allorto
Title: CFO

Schedule I

United States Patents and Pending Patent Applications

<u>Grantor / Record Owner</u>	<u>Patent</u>	<u>Country</u>	Application No. / Registration No.	Filing Date / Registration Date
Aviation Technical Services, Inc.	Cargo Door Handle	United States	Application Serial No. 62/002,546	Provisional: May 23, 2014 Non-Provisional: May 22, 2015