

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4107116

|   |                            |
|---|----------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT             |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY AGREEMENT         |
| <b>CONVEYING PARTY DATA</b>   |                            |
| <b>Name</b>   | <b>Execution Date</b>      |
| YOUNG & FRANKLIN INC.   | 10/20/2016                 |
| TACTAIR FLUID CONTROLS, INC.  | 10/20/2016                 |
| <b>RECEIVING PARTY DATA</b>   |                            |
| <b>Name:</b>  | CREDIT SUISSE AG, AS AGENT |
| <b>Street Address:</b>  | 11 MADISON AVENUE          |
| <b>City:</b>  | NEW YORK                   |
| <b>State/Country:</b>   | NEW YORK                   |
| <b>Postal Code:</b>   | 10010                      |
| <b>PROPERTY NUMBERS Total: 7</b>  |                            |
| <b>Property Type</b>  | <b>Number</b>              |
| Patent Number:  | 6086038                    |
| Patent Number:  | 6129333                    |
| Patent Number:  | 6182678                    |
| Patent Number:  | 6427970                    |
| Patent Number:  | 6892534                    |
| Patent Number:  | 8511297                    |
| Patent Number:  | 8814094                    |
| <b>CORRESPONDENCE DATA</b>  |                            |
| <b>Fax Number:</b>  | (866)826-5420              |
| <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> |                            |
| <b>Phone:</b>   | 301-638-0511               |
| <b>Email:</b>   | ipresearchplus@comcast.net |
| <b>Correspondent Name:</b>  | IP RESEARCH PLUS, INC.     |
| <b>Address Line 1:</b>  | 21 TADCASTER CIRCLE        |
| <b>Address Line 2:</b>  | ATTN: PENELOPE J.A. AGODOA |
| <b>Address Line 4:</b>  | WALDORF, MARYLAND 20602    |
| <b>NAME OF SUBMITTER:</b>   | PENELOPE J.A. AGODOA       |
| <b>SIGNATURE:</b>   | /pja/                      |
| <b>DATE SIGNED:</b>   | 10/20/2016                 |

PATENT

**Total Attachments: 6**

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**PATENT SECURITY AGREEMENT**

This **PATENT SECURITY AGREEMENT**, dated as of October 20, 2016 (this “Agreement”), is entered into by the undersigned Grantors (each a “Grantor”) in favor of Credit Suisse AG, as administrative agent under the Credit Agreement (as defined herein) and as collateral agent (in such capacity, the “Agent”) for the Secured Parties under the Guarantee and Collateral Agreement (as defined herein).

**WHEREAS**, TransDigm Inc., a Delaware corporation (the “Borrower”), TransDigm Group Incorporated, a Delaware corporation (“Holdings”), the subsidiaries of the Borrower party thereto, the lenders party thereto from time to time, the Agent and certain other parties as named therein have entered into a Second Amended and Restated Credit Agreement, dated as of June 4, 2014 (as further amended, supplemented, or otherwise modified from time to time, the “Credit Agreement”);

**WHEREAS**, on the date hereof, each Grantor, the Agent and the other parties thereto have entered into Supplement No. 10 (the “Supplement”) to the Guarantee and Collateral Agreement, dated as of June 23, 2006, as amended and restated as of December 6, 2010, as further amended and restated as of February 14, 2011, and as further amended and restated as of February 28, 2013 (as further amended, supplemented, or otherwise modified prior to the date hereof, the “Existing Guarantee and Collateral Agreement” and, together with the Supplement, the “Guarantee and Collateral Agreement”);

**WHEREAS**, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that each Grantor shall have guaranteed and secured the Obligations under the Credit Agreement;

**WHEREAS**, under the terms of the Guarantee and Collateral Agreement, each Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of such Grantor to the Agent for the ratable benefit of the Secured Parties, and has agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities;

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Secured Parties hereby agree as follows:

**SECTION 1. DEFINED TERMS.** Capitalized terms used and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement.

**SECTION 2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Each undersigned Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title, and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “Patent Collateral”):

(a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor or any similar offices in any other country), including without limitation, each United States federally registered patent and patent application identified on Schedule I,

(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, and

(c) any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a patent, now or hereafter owned by such Grantor or that such Grantor otherwise has the right to license, is in existence, or granting to such Grantor any right to make, use or sell any invention on which a patent, now or hereafter owned by any third party, is in existence, and all rights of such Grantor under any such agreement.

SECTION 3. PRECEDENCE. The security interest granted hereby is granted in furtherance, and not in limitation, of the security interest granted to the Secured Parties under the Guarantee and Collateral Agreement. 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 control.

SECTION 4. RECORDATION. Each Grantor authorizes and requests that the U.S. Patent and Trademark Office and any other applicable government officer record this Patent Security Agreement.

SECTION 5. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Guarantee and Collateral Agreement pursuant to which the Agent may modify this Agreement, after obtaining each Grantor's approval of or signature to such modification, by amending Schedule I hereto to include reference to any right, title or interest in any existing Patents or any Patents acquired or developed by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Patents in which any Grantor no longer has or claims any right, title or interest.

#### SECTION 6. GENERAL.

(a) Governing Law. **THIS DOCUMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Secured Parties and the Grantors and their respective successors and assigns. No Grantor shall, without the prior written consent of the Secured Parties given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

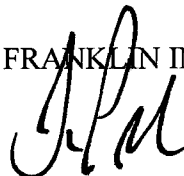
(c) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, each undersigned Grantor and the Secured Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

YOUNG & FRANKLIN INC., as Grantor

by

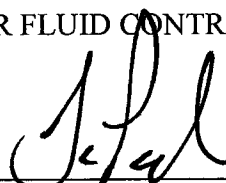


Name: Terrance M. Paradie

Title: President

TACTAIR FLUID CONTROLS, INC., as Grantor

by



Name: Terrance M. Paradie

Title: President

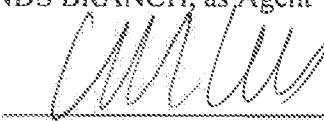
[Signature Page to the Patent Security Agreement]

[[3620401]]

**PATENT**  
**REEL: 040448 FRAME: 0597**

CREDIT SUISSE AG, CAYMAN  
ISLANDS BRANCH, as Agent

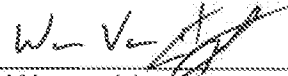
by



Name: Robert Hetu

Title: Authorized Signatory

by



Name: Warren Van Heyst

Title: Authorized Signatory

[Signature Page to the Patent Security Agreement]

[[3620401]]

**PATENT**  
**REEL: 040448 FRAME: 0598**

# Schedule I

## Patents and Patent Applications

### I. Domestic Patents and Patent Applications

| <b>GRANTOR</b>               | <b>TITLE</b>  | <b>APPLN NO.</b> | <b>APPLN DATE</b> | <b>PATENT NO.</b> | <b>GRANTED</b> |
|------------------------------|---|------------------|-------------------|-------------------|----------------|
| Young & Franklin Inc.        | Linkage Locking Device  | 09192986         | 11/16/98          | 6086038           | 7/11/00        |
| Young & Franklin Inc.        | Spring Locking Mechanism  | 09134612         | 8/14/98           | 6129333           | 10/10/00       |
| Young & Franklin Inc.        | Apparatus For Safely Installing And Removing Spring Failsafe Actuator | 09442516         | 11/18/99          | 6182678           | 2/6/01         |
| Young & Franklin Inc.        | Heat Dissipating Voice Coil Activated Valves                          | 09810626         | 3/16/01           | 6427970           | 8/6/02         |
| Young & Franklin Inc.        | Electro-Hydrostatic Actuator With A Failsafe System                   | 10622949         | 7/18/03           | 6892534           | 5/17/05        |
| Young & Franklin Inc.        | Actuator-Based Drive System For Solar Collector                       | 12787488         | 5/26/10           | 8511297           | 8/20/13        |
| Tactair Fluid Controls, Inc. | Locking Mechanism With Bi-Modal Actuator                              | 12418814         | 4/6/09            | 8814094           | 8/26/14        |

### II. Foreign Patents and Patent Applications

| <b>GRANTOR</b>        | <b>TITLE</b>  | <b>APPLN NO.</b> | <b>APPLN DATE</b> | <b>GRANT DATE</b> | <b>COUNTRY</b> |
|-----------------------|---|------------------|-------------------|-------------------|----------------|
| Young & Franklin Inc. | Actuator-based drive system for solar collector                 | 205984           | 5/26/10           | 12/30/10          | Israel         |
| Young & Franklin Inc. | Sistema de accionamiento basado en actuador para colector solar | 201000707        | 5/26/10           | 7/4/13            | Spain          |