PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4363270

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
SCHROTH SAFETY PRODUCTS LLC	03/14/2017

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, AS AGENT	
Street Address:	11 MADISON AVENUE	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10010	

PROPERTY NUMBERS Total: 23

Property Type	Number
Patent Number:	8333420
Patent Number:	7934775
Application Number:	61954847
Application Number:	14516869
Patent Number:	9315271
Patent Number:	9499115
Application Number:	15143090
Application Number:	62154380
Application Number:	15143201
Application Number:	62207698
Application Number:	62325845
Application Number:	62352238
Application Number:	62415856
Application Number:	62190022
Application Number:	15205563
Application Number:	62316062
Application Number:	15294947
Application Number:	62359555
PCT Number:	US2015020963
PCT Number:	US2016030280
	-

PATENT REEL: 041970 FRAME: 0216

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Property Type	Number		
PCT Number:	US2016030290		
PCT Number:	US2016041514		
Patent Number:	6065367		

CORRESPONDENCE DATA

Fax Number: (800)494-7512

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	F169534
NAME OF SUBMITTER:	NORA SULLIVAN
SIGNATURE:	/Nora Sullivan/
DATE SIGNED:	04/11/2017

Total Attachments: 9

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of March 14, 2017 (this "<u>Agreement</u>"), is entered into by the undersigned Grantor (the "<u>Grantor</u>") in favor of Credit Suisse AG, as administrative agent under the Credit Agreement (as defined herein) and as collateral agent (in such capacity, the "<u>Agent</u>") for the Secured Parties under the Guarantee and Collateral Agreement (as defined herein).

WHEREAS, TransDigm Inc., a Delaware corporation (the "<u>Borrower</u>"), TransDigm Group Incorporated, a Delaware corporation ("<u>Holdings</u>"), 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 "<u>Credit Agreement</u>");

WHEREAS, on the date hereof, the Grantor, the Agent and the other parties thereto have entered into Supplement No. 11 (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 the Grantor shall have guaranteed and secured the Obligations under the Credit Agreement;

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of the 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, the Grantor and the Secured Parties hereby agree as follows:

SECTION 1. <u>DEFINED TERMS</u>. 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. The undersigned Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the 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"):

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- (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 the Grantor or that the Grantor otherwise has the right to license, is in existence, or granting to the 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 the Grantor under any such agreement.
- SECTION 3. <u>PRECEDENCE</u>. 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. <u>RECORDATION</u>. The 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 the 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 the Grantor after the execution hereof or to delete any reference to any right, title or interest in any Patents in which the Grantor no longer has or claims any right, title or interest.

SECTION 6. GENERAL.

- (a) <u>Governing Law</u>. THIS DOCUMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.
- (b) <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the Secured Parties and the Grantor and their respective successors and assigns. The Grantor shall not, without the prior written consent of the Secured Parties given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

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(c) <u>Counterparts</u>. 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, the undersigned Grantor and the Secured Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

SCHROTH SAFETY PRODUCTS LLC, as Grantor

by

lame: Sean Marone

Title: Treasurer

[Signature Page to the Patent Security Agreement]

CREDIT SUISSE AG, CAYMAN

ISLANDS BRANGH, as Agent

by

Name: Robert Hetu

Title: Authorized Signatory

by

Name: Warren Van Heyst

Title: Authorized Signatory

Schedule I

Patents and Patent Applications

I. <u>Domestic Patents and Patent Applications</u>

Grantor	Patent	Country	Application No.	Filing Date	Registration Number	Registration Date
SCHROTH Safety Products LLC	Sling Seat	US	61/320009 & 13/077114	4/1/2010 & 3/31/2011	US 8333420 B2	12/18/2012
SCHROTH Safety Products LLC	Restraint In Vest	US	61/239948 & 12/694602	9/4/2009 & 1/27/2010	US 7934775	5/3/2011
SCHROTH Safety Products LLC	Flame Resistant Fabric for Aviation Airbags	US	61/954847 & 14/516869	3/18/2014 & 10/17/2014	N/A	N/A
SCHROTH Safety Products LLC	Joint Patent with B/E Aerospace – Leg Restraint Device for Side- Facing Seated Vehicle Occupants	US	14/628431	2/23/2015	US 9315271 A1	4/19/2016
SCHROTH Safety Products LLC	MCSU – Apparatus, System, and Method for Diagnosing Initiators in Airbag Systems	US	61/987490 & 14/702714	5/2/2014 & 5/2/2015	US 9499115 B2	11/22/2016
SCHROTH Safety Products LLC	Three Point Lap Belt	US	15/143090	4/29/2016	N/A	N/A
SCHROTH Safety Products LLC	Two Point Lap Belt	US	62/154380 & 15/143201	4/29/2015 & 4/29/2016	N/A	N/A

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Grantor	Patent	Country	Application No.	Filing Date	Registration Number	Registration Date
SCHROTH Safety Products LLC	Mining Rollover – Vehicular Angle Alert and Safety System and Method	US	62/207698	8/20/2015	N/A	N/A
SCHROTH Safety Products LLC	Universal Extension Belt	US	62/325845	4/21/2016	N/A	N/A
SCHROTH Safety Products LLC	D-Ring Integrated Buckle & Latch	US	62/352238	6/20/2016	N/A	N/A
SCHROTH Safety Products LLC	Wedge Belt/ Mechanical Hood Popper (Repositioning Occupant in Crash Event)	US	62/415856	11/1/2016	N/A	N/A
SCHROTH Safety Products LLC	Joint Patent with B/E Aerospace – Aircraft Passenger Restraint System with 3- Point Seat Belt and Structural Mounted Airbag	US	62/190022 & 15/205563	7/8/2015 & 7/8/2016	N/A	N/A
SCHROTH Safety Products LLC	Joint Patent with B/E Aerospace – 3-Point Pretensioner in a Forward Facing Seat	US	62/316062	3/31/2016	N/A	N/A
SCHROTH Safety Products LLC	Apparatus, System, and Method for Diagnosing Initiators in Airbag Systems	US	15/294947	10/17/2016	9,499,115	11/22/2016

Grantor	Patent	Country	Application No.	Filing Date	Registration Number	Registration Date
SCHROTH Safety Products LLC	MCSU Live Fire Detection	US	62/359555	7/7/2016	N/A	N/A
SCHROTH Safety Products LLC	Flame Resistant Fabric	US	PCT/US15/ 020963	3/17/2015	WO 2015142848 A1	N/A
SCHROTH Safety Products LLC	Three Point Air Belt	Pending	PCT/US16/ 030280	4/29/2016	WO 2016191038 A3	N/A
SCHROTH Safety Products LLC	Two Point Lap Belt	Pending	PCT/US16/ 030290	4/29/2016	WO 2016149714 A3	N/A
SCHROTH Safety Products LLC	Joint Patent with Aerospace – Aircraft Passenger Restraint	Pending	PCT/US16/ 041514	7/8/2016	WO 2017008015 A1	N/A
SCHROTH Safety Products LLC	Leg Restraint Device for Side- Facing Sealed	US	14/628,431	2/23/2015	9,315,271	4/19/2016
SCHROTH Safety Products LLC	Actuating Device with Rotatable Pot- Shaped Closure Head for Multi- Point Safety Belts (Verschlusskopf mit Fingermulden)	US	08/716,177	2/16/1996	US6065367 B2	5/23/2000 (Expired)

II. Foreign Patents and Patent Applications

Grantor	Patent	Country	Application No.	Filing Date	Registration Number	Registration Date
SCHROTH	Flame	EU	PCT/US15/	3/17/2015	EP15764381.	1/24/2017
Safety	Resistant		020963		8	
Products	Fabric					
LLC						

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RECORDED: 04/11/2017