

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT4973932

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	TEAC AEROSPACE TECHNOLOGIES, INC.	05/22/2018
RECEIVING PARTY DATA		
Name:	CREDIT SUISSE AG	
Street Address:	11 MADISON AVENUE	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10010	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	10153116
CORRESPONDENCE DATA		
Fax Number:	(216)579-0212	
<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:	2165867021	
Email:	dpuljic@jonesday.com	
Correspondent Name:	DANIEL PULJIC / JONES DAY	
Address Line 1:	901 LAKESIDE AVENUE	
Address Line 2:	NORTH POINT	
Address Line 4:	CLEVELAND, OHIO 44114	
ATTORNEY DOCKET NUMBER:	539602-600001	
NAME OF SUBMITTER:	DANIEL PULJIC	
SIGNATURE:	/Daniel Puljic/	
DATE SIGNED:	05/23/2018	
Total Attachments: 6		
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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of May 22, 2018 (this "Agreement"), is entered into by the undersigned Grantor (the "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, the Grantor, the Agent and the other parties thereto have entered into Supplement No. 15 (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. 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. 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");

(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. 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. 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) 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 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.

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

TEAC AEROSPACE TECHNOLOGIES,
INC., as Grantor

by



Name: Jonathan D. Crandall

Title: Treasurer


[Signature Page to the Patent Security Agreement]

NAI-1503696534

PATENT
REEL: 046217 FRAME: 0688

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Agent

by



Name: William O'Daly

Title: Authorized Signatory

by



Name: Komal Shah

Title: Authorized Signatory

[Signature Page to the Patent Security Agreement]

NAI-1503696534

PATENT
REEL: 046217 FRAME: 0689

Schedule I

Patents and Patent Applications

I. Domestic Patents and Patent Applications

Grantor	Patent	Country	Application No.	Filing Date	Registration Number	Registration Date
TEAC Aerospace Technologies, Inc.	Video And Audio Recording Using File Segmentation To Preserve The Integrity Of Critical Data	United States	10153116	May 22, 2002	8682939	March 25, 2014

II. Foreign Patents and Patent Applications

Grantor	Patent	Country	Application No.	Filing Date	Registration No.	Registration Date
TEAC Aerospace Technologies, Inc.	Video And Audio Recording Using File Segmentation To Preserve The Integrity Of Critical Data	Taiwan	2003TW-0113731	May 21, 2003	TWI345702	July 21, 2011
TEAC Aerospace Technologies, Inc.	Video And Audio Recording Using File Segmentation To Preserve The Integrity Of Critical Data	Israel	2003IL-0165317	May 20, 2003	IL165317	January 15, 2006
TEAC Aerospace Technologies, Inc.	Video And Audio Recording Using File Segmentation To Preserve The Integrity Of Critical Data	Canada	2003CN-0814614	May 20, 2003	CN1662909	August 31, 2009