

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT5482677

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN PATENT RIGHTS-ABL

CONVEYING PARTY DATA

Name	Execution Date
THE NORDAM GROUP LLC	04/09/2019

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT
Street Address:	10 S. DEARBORN ST.
Internal Address:	7TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603

PROPERTY NUMBERS Total: 29

Property Type	Number
Patent Number:	6260801
Patent Number:	6487845
Patent Number:	6568172
Patent Number:	6751944
Patent Number:	6786038
Patent Number:	6983588
Patent Number:	6688099
Patent Number:	7010905
Patent Number:	6945031
Patent Number:	6971229
Patent Number:	6966175
Patent Number:	7127880
Patent Number:	7093793
Patent Number:	7146796
Patent Number:	7988094
Patent Number:	8057624
Patent Number:	RE45682
Patent Number:	8714486
Patent Number:	9403350

PATENT

Property Type	Number
Application Number:	15631412
PCT Number:	US2018027220
Application Number:	15996578
PCT Number:	US2018035780
Application Number:	62555320
Application Number:	16108494
PCT Number:	US2018047467
Application Number:	16169146
Application Number:	62748398
Application Number:	14748070

CORRESPONDENCE DATA

Fax Number: (212)455-2502

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.

Phone: (212) 455-3346

Email: ksolomon@stblaw.com

Correspondent Name: MELANIE JOLSON, ESQ.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 425 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509600/0343

NAME OF SUBMITTER: MELANIE JOLSON

SIGNATURE: /MJ/

DATE SIGNED: 04/18/2019

Total Attachments: 6

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GRANT OF SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS (“Agreement”), effective as of April 9, 2019 is made by THE NORDAM GROUP LLC, a Delaware limited liability company, located at 6911 North Whirlpool Drive, Tulsa, Oklahoma 74117 (the “Grantor”), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, located at 10 S. Dearborn, 7th Floor, Chicago, IL 60603, as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties described in the Guarantee and Collateral Agreement referred to below.

W I T N E S S E T H:

WHEREAS, The NORDAM Group LLC (the “Borrower”), the Lenders party thereto from time to time, JPMorgan Chase Bank, N.A., as administrative agent and the Collateral Agent have entered into that certain Senior Secured Asset-Based Revolving Credit Agreement, dated as of April 9, 2019 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Borrower and the Grantor have entered into the Guarantee and Collateral Agreement, dated as of April 9, 2019 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Guarantee and Collateral Agreement”) in favor of the Collateral Agent for the ratable benefit of the Secured Parties;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, and to induce the Collateral Agent and the Lenders to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor granted to the Collateral Agent for the benefit of the Secured Parties, a security interest in all Intellectual Property; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged and affirmed, the Grantor hereby agrees with the Collateral Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, capitalized terms used in this Agreement, including its preamble and recitals, but not otherwise defined, have the meanings provided or provided by reference in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Patents of the Grantor (including, without limitation, those items listed on Schedule A hereto) (collectively, the “Patent Collateral”).

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 hereby has been granted in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties, with respect to the

security interest in the Patent Collateral granted hereby, are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth therein. 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 govern.

SECTION 5. Effectiveness. This Agreement shall become effective when the Collateral Agent shall have received an executed counterpart of this Agreement that bears the signature of the Grantor.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page of this Agreement by telecopier or electronic (“pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

[remainder of page intentionally blank; signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

THE NORDAM GROUP LLC, as Grantor

By: 

Name: Meredith Siegfried Madden

Title: Chief Executive Officer

[Signature Page to Grant of Security Interest in Patent Rights]

PATENT
REEL: 048946 FRAME: 0140

Acknowledged by:

JPMORGAN CHASE BANK, N.A.
as Collateral Agent

By: 

Name: J. Devin Mock

Title: Authorized Officer

{Signature Page to Grant of Security Interest in Patent Rights}

SCHEDULE A

U.S. Patent Registrations and Applications

Owner	Title	Patent #/ App. #	Country	Date of Issuance (/ application)
The NORDAM Group LLC	Swing Pivot Thrust Reverser (20FLC63)	6,260,801	US	7/17/2001
The NORDAM Group LLC	Pivot Fairing Thrust Reverser (21Nordam4)	6,487,845	US	12/3/2002
The NORDAM Group LLC	Converging Nozzle Thrust Reverser (21Nordam21)	6,568,172	US	5/27/2003
The NORDAM Group LLC	Confluent Variable Exhaust Nozzle (21NORDAM27)	6,751,944	US	6/22/2004
The NORDAM Group LLC	Duplex Mixer Exhaust Nozzle (22NORDAM3)	6,786,038	US	9/7/2004
The NORDAM Group LLC	Turbofan Variable Fan Nozzle (22NORDAM25)	6,983,588	US	1/10/2006
The NORDAM Group LLC	Variable Area Thrust Reverser Nozzle (22NORDAM27)	6,688,099	US	2/10/2004
The NORDAM Group LLC	Ventilated Confluent Exhaust Nozzle (24NORDAM1)	7,010,905	US	3/15/2006
The NORDAM Group LLC	Recessed Engine Nacelle (24NORDAM3)	6,945,031	US	9/20/2005
The NORDAM Group LLC	Confluent Exhaust Nozzle (24NORDAM4)	6,971,229	US	12/6/2005
The NORDAM Group LLC	Rotary Adjustable Exhaust Nozzle (24NORDAM5)	6,966,175	US	11/25/2005
The NORDAM Group LLC	Induction Coupled Variable Nozzle (24NORDAM6P)	7,127,880	US	10/31/2006
The NORDAM Group LLC	Variable Cam Exhaust Nozzle (24NORDAM7)	7,093,793	US	8/22/2006
The NORDAM Group LLC	Nested Latch Thrust Reverser (24NORDAM8)	7,146,796	US	12/12/2006
Co-owned by The NORDAM Group LLC and The Boeing Company	Aircraft Window Erosion Shield (27NORDAM1)	7,988,094	US	8/2/2011
The NORDAM Group LLC	Dual Panel Fabrication (27NORDAM14)	8,057,624 RE45682	US	11/17/2011
The NORDAM Group LLC	Hybrid Frame Co-Mold Manufacture (31NORDAM2)	8,714,486	US	5/6/2014
The NORDAM Group LLC	Flash Control Metal Bonding (33NORDAM2)	9,403,350	US	8/2/2016
The NORDAM Group LLC	Self Recognition CNC Machining (37NORDAM1)	15/631,412	US	(Filed 6/23/2017)
		PCT/US20 18/027220	PCT	(Filed 6/24/2017)

Owner	Title	Patent #/ App. #	Country	Date of Issuance (/ application)
The NORDAM Group LLC	Radome Hinged Mounting Assembly (37NORDAM2)	15/996578	US	(Filed 7/30/2018)
		PCT/US18 /35780	PCT	(Filed 7/30/2018)
The NORDAM Group LLC	Acoustic Abatement Panel (37NORDAM3)	62/555320	US - Prov	(Filed 9/7/2018)
		16/108494	US	(Filed 8/22/2018)
		PCT/US18/ 47467	PCT	(Filed 8/22/2018)
Co-Owned by The NORDAM Group LLC and Pratt & Whitney Canada Corp. (Legal Owner: Gulfstream Aerospace Corporation)	Fireproof Pressure Relief Assembly (38NORDAM1)	16/169146	US	(Filed 10/24/2018)
The NORDAM Group LLC	Aircraft Vending Machine (38NORDAM2)	62/748398	US - Prov	(Provisional filed 10/20/2018, Utl & PCT to be filed 10/20/2019)
The NORDAM Group LLC		14/748,070	US	2/10/2015