

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5904294

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY AGREEMENT (NOTES)	
CONVEYING PARTY DATA		
	Name	Execution Date
	UNISEAL, INC.	01/09/2020
RECEIVING PARTY DATA		
Name:	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS NOTES COLLATERAL AGENT	
Street Address:	2 N. LASALLE STREET, SUITE 700	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60602	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	6586089
CORRESPONDENCE DATA		
Fax Number:	(800)914-4240	
<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:	800-713-0755	
Email:	Michael.Violet@wolterskluwer.com	
Correspondent Name:	CT CORPORATION	
Address Line 1:	4400 EASTON COMMONS WAY	
Address Line 2:	SUITE 125	
Address Line 4:	COLUMBUS, OHIO 43219	
NAME OF SUBMITTER:	DORIS KA	
SIGNATURE:	/Doris Ka/	
DATE SIGNED:	01/10/2020	
Total Attachments: 6		
source=a60. Wolverine - Uniseal.BNYM Patent Security Agreement Notes#page1.tif		
source=a60. Wolverine - Uniseal.BNYM Patent Security Agreement Notes#page2.tif		
source=a60. Wolverine - Uniseal.BNYM Patent Security Agreement Notes#page3.tif		
source=a60. Wolverine - Uniseal.BNYM Patent Security Agreement Notes#page4.tif		
source=a60. Wolverine - Uniseal.BNYM Patent Security Agreement Notes#page5.tif		
source=a60. Wolverine - Uniseal.BNYM Patent Security Agreement Notes#page6.tif		

RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Uniseal, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) January 9, 2020

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Security Agreement (Notes)

2. Name and address of receiving party(ies)

Name: The Bank of New York Mellon Trust Company, N.A.,
as Notes Collateral Agent

Internal Address: _____

Street Address: 2 N. LaSalle Street, Suite 700

City: Chicago

State: IL

Country: USA Zip: 60602

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

6586089

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Doris Ka, Sr. Paralegal (IP)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 08061.1814 (Notes)

Email Address: dka@cahill.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- ☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized UserName _____

9. Signature:

Doris Ka

Signature

January 9, 2020

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

NOTES PATENT SECURITY AGREEMENT

NOTES PATENT SECURITY AGREEMENT, dated as of January 9, 2020, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., in its capacity as Notes Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Notes Security Agreement, dated as of January 9, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Notes Collateral Agent pursuant to which the Grantors are required to execute and deliver this Notes Patent Security Agreement (this “Patent Security Agreement”); and

WHEREAS, Wesco Aircraft Holdings, Inc., a Delaware corporation (the “Issuer”), the other Grantors, the Notes Collateral Agent and The Bank of New York Mellon Trust Company, N.A., as trustee, are party to (i) that certain indenture, dated as of November 27, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “2026 Secured Notes Indenture”), pursuant to which the Issuer has issued \$900,000,000 aggregate principal amount of its 9.00% Senior Secured Notes due 2026 and (ii) that certain indenture, dated as of November 27, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “2024 Secured Notes Indenture” and, together with the 2026 Secured Notes Indenture, the “Indentures”), pursuant to which the Issuer has issued \$650,000,000 aggregate principal amount of its 8.50% Senior Secured Notes due 2024;

NOW, THEREFORE, in consideration of the premises, the Grantors hereby agree with the Notes Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Grantor hereby pledges and grants to the Notes Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

(a) Patents of such Grantor listed on Schedule I attached hereto (other than Excluded Collateral); and

(b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Notes Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement, the terms

and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the Notes Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 7. Intercreditor Agreements. This Patent Security Agreement is subject to the terms and conditions set forth in the Intercreditor Agreements in all respects and, in the event of any conflict between the terms of any Intercreditor Agreement and this Patent Security Agreement, the terms of such Intercreditor Agreement shall govern.

SECTION 8. Concerning the Notes Collateral Agent. The Bank of New York Mellon Trust Company, N.A. is entering into this Patent Security Agreement solely in its capacity as Notes Collateral Agent under the Indentures and shall be entitled to all of the rights, privileges and immunities granted to the Notes Collateral Agent under the Indentures as if such rights, privileges and immunities were set forth herein. The recitals contained herein shall be taken as the statements of the Grantors hereto and the Notes Collateral Agent assumes no responsibility for their correctness. The Notes Collateral Agent makes no representation as to the validity or sufficiency of this Patent Security Agreement.

[Signature Pages Follow]

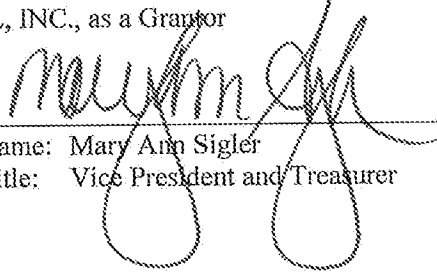
IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

GRANTOR

UNISEAL, INC., as a Grantor

By:

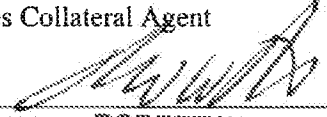

Name: Mary Ann Sigler
Title: Vice President and Treasurer



[Signature Page to Patent Security Agreement]

Accepted and Agreed to:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Notes Collateral Agent

By: 
Name: **ROBERT W. HARDY**
Title: **VICE PRESIDENT**

[Signature Page to Patent Security Agreement]

SCHEDULE I
to
NOTES PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patent Registrations:

	Assignee	Patent Title	Serial No.	Filing Date	Patent No.	Issue Date
1.	Uniseal, Inc.	Epoxy based reinforcing patches with improved adhesion to oily metal surfaces	09874438	06/05/2001	6586089	07/01/2003

Patent Applications:

None.