

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7996024

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1
CONVEYING PARTY DATA	
Name	Execution Date
CALSPAN AERO SYSTEMS ENGINEERING, INC.	06/06/2023
CALSPAN SYSTEMS, LLC	06/06/2023
RECEIVING PARTY DATA	
Name:	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS TRUSTEE
Street Address:	2 NORTH LASALLE STREET
Internal Address:	SUITE 700
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60602
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	7153136
Patent Number:	8863895
Patent Number:	10352824
Patent Number:	10788399
Patent Number:	6997049
Patent Number:	9283502
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:	216-586-7006
Email:	jbequette@jonesday.com
Correspondent Name:	JACOB W. BEQUETTE
Address Line 1:	901 LAKESIDE AVENUE
Address Line 4:	CLEVELAND, OHIO 44114
NAME OF SUBMITTER:	JACOB W. BEQUETTE
SIGNATURE:	/Jacob W. Bequette/

DATE SIGNED:	06/08/2023
Total Attachments: 6 source=EXECUTED - TransDigm - Calspan Joinder - Patent Security Agreement (2026 Notes) (June 2023)(1537123414.1)#page1.tif source=EXECUTED - TransDigm - Calspan Joinder - Patent Security Agreement (2026 Notes) (June 2023)(1537123414.1)#page2.tif source=EXECUTED - TransDigm - Calspan Joinder - Patent Security Agreement (2026 Notes) (June 2023)(1537123414.1)#page3.tif source=EXECUTED - TransDigm - Calspan Joinder - Patent Security Agreement (2026 Notes) (June 2023)(1537123414.1)#page4.tif source=EXECUTED - TransDigm - Calspan Joinder - Patent Security Agreement (2026 Notes) (June 2023)(1537123414.1)#page5.tif source=EXECUTED - TransDigm - Calspan Joinder - Patent Security Agreement (2026 Notes) (June 2023)(1537123414.1)#page6.tif	

PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of June 6, 2023 (this "Agreement"), is entered into by the undersigned grantors (each such grantor individually, a "Grantor" and, collectively, the "Grantors") in favor of The Bank of New York Mellon Trust Company, N.A., as trustee under the Indenture (as defined herein) and U.S. collateral agent (in such capacity, the "Trustee") for the Indenture Secured Parties under the Pledge and Security Agreement (as defined herein).

WHEREAS, TransDigm Inc., a Delaware corporation (the "Company"), TransDigm Group Incorporated, a Delaware corporation ("Holdings"), the Guarantors (as defined therein), the Trustee and The Bank of New York Mellon, as UK collateral agent, have entered into an Indenture, dated as of February 13, 2019 (as further amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Indenture");

WHEREAS, the Company, Holdings, the subsidiaries of the Company identified therein and the Trustee, as trustee and U.S. collateral agent, have entered into a Pledge and Security Agreement, dated as of February 13, 2019 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Pledge and Security Agreement");

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Trustee for the ratable benefit of the Indenture Secured Parties, and have 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 Grantors and the Indenture 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 Pledge and Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each undersigned Grantor hereby grants to the Trustee, for the benefit of the Indenture 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 any Grantor or that such Grantor otherwise has the right to license, is in existence, or granting to any 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 Indenture Secured Parties under the Pledge and Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall control.

SECTION 4. RECORDATION. Each Grantor authorizes and requests that the United States Patent and Trademark Office and any other applicable government officer record this 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 Pledge and Security Agreement pursuant to which the Trustee 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 Indenture Secured Parties and the Grantors and their respective successors and assigns. The Grantors shall not, without the prior written consent of the Indenture Secured Parties given in accordance with the Indenture, 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.

SECTION 7. The recitals contained herein shall be taken as the statements of the Grantors and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Agreement.

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

Very truly yours,

CALSPAN AERO SYSTEMS ENGINEERING, INC.
CALSPAN SYSTEMS, LLC

By: _____

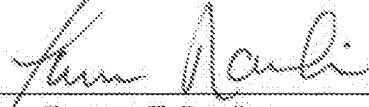


Name: Liza Sabol

Title: President and Treasurer

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Trustee**

by



Name: Terence T. Rawlins
Title: Vice President

Schedule I

Patents and Patent Applications

Grantor	Application No.	File Date	Patent No.	Grant Date	Title	Status
Calspan Aero Systems Engineering, Inc.	10643202	8/18/2003	7153136	12/26/2006	Free fall simulator	Granted
Calspan Aero Systems Engineering, Inc.	13847762	3/20/2013	8863895	10/21/2014	Silencer incorporating elongated members	Granted
Calspan Aero Systems Engineering, Inc.	14538996	11/12/2014	10352824	7/16/2019	Method for evaluating turbine engine system stability	Granted
Calspan Aero Systems Engineering, Inc.	16511854	7/15/2019	10788399	9/29/2020	Apparatus for evaluating turbine engine system stability	Granted
Calspan Aero Systems Engineering, Inc. ¹	10701003	11/4/2003	6997049	2/14/2006	Wind tunnel and collector configuration therefor	Granted
Calspan Systems, LLC ²	13599709	8/30/2012	9283502	3/15/2016	Inertial extraction system	Granted

¹ Current filing made to update entity name on USPTO record.

² Current filing made to update entity name on USPTO record.