508131472 09/20/2023

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8178652

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
AMSAFE, INC.	09/08/2023
ARMTEC DEFENSE PRODUCTS CO.	09/08/2023
CHAMPION AEROSPACE LLC	09/08/2023
DATA DEVICE CORPORATION	09/08/2023
MARATHONNORCO AEROSPACE, INC.	09/08/2023
WHIPPANY ACTUATION SYSTEMS, LLC	09/08/2023
SHIELD RESTRAINT SYSTEMS, INC.	09/08/2023

RECEIVING PARTY DATA

Name:	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS TRUSTEE AND US COLLATERAL AGENT
Street Address:	2 NORTH LASALLE STREET, SUITE 700
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60602

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	11628937
Patent Number:	10106473
Patent Number:	8242625
Patent Number:	8661446
Patent Number:	8032889
Patent Number:	9459919
Patent Number:	11710973
Patent Number:	D805954
Patent Number:	7883125

CORRESPONDENCE DATA

Fax Number: (844)345-3178

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.

PATENT REEL: 064973 FRAME: 0517

508131472

Phone: 8583141200

Email: matkins@jonesday.com, kseverson@jonesday.com

Correspondent Name: JONES DAY

Address Line 1: 250 VESEY STREET

Address Line 4: NEW YORK, NEW YORK 10281-1047

NAME OF SUBMITTER: MICHAEL P. ATKINS

SIGNATURE: /Michael P. Atkins/

DATE SIGNED: 09/20/2023

Total Attachments: 7

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of September 8, 2023 (this "<u>Agreement</u>"), is entered into by the undersigned Grantors (each a "<u>Grantor</u>" and collectively, the "<u>Grantors</u>") in favor of The Bank of New York Mellon Trust Company, N.A., as trustee under the Indenture (as defined herein) and US collateral agent (in such capacity, the "<u>Trustee</u>") for the Indenture Secured Parties under the Pledge and Security Agreement (as defined herein).

WHEREAS, TransDigm Inc., a Delaware corporation (the "<u>Company</u>"), TransDigm Group Incorporated, a Delaware corporation ("<u>Holdings</u>"), 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, supplemented, or otherwise modified from time to time, the "<u>Indenture</u>");

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

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

SECTION 2. <u>GRANT OF SECURITY INTEREST IN PATENT COLLATERAL</u>. The undersigned Grantors hereby grant to the Trustee, for the benefit of the Indenture Secured Parties, a security interest in and continuing lien on all of each 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 "<u>Patent Collateral</u>"):

- (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 any 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 any 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 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. <u>RECORDATION</u>. The Grantors authorize and request that the U.S. Patent and Trademark Office and any other applicable government officer record this Patent Security Agreement.
- SECTION 5. <u>MODIFICATION OF AGREEMENT</u>. 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 Grantors may modify this Agreement, after obtaining the Trustee's signature to such modification, by amending <u>Schedule I</u> 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) <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 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) <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.
- (d) <u>Concerning the Trustee</u>. The Bank of New York Mellon Trust Company, N.A. is entering into this Patent Security Agreement solely in its capacity as Trustee under the Indenture and the Pledge and Security Agreement. In acting hereunder, the Trustee shall have the rights, protections and immunities granted to it under the Indenture and the Pledge and Security Agreement, all of which are incorporated by reference herein. 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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NAI-1537883195v3

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,

AMSAFE, INC.
ARMTEC DEFENSE PRODUCTS CO.
CHAMPION AEROSPACE LLC
DATA DEVICE CORPORATION
MARATHONNORCO AEROSPACE, INC.
WHIPPANY ACTUATION SYSTEMS, LLC
SHIELD DESTRAINT SYSTEMS INC.

By:

Name: Liza A. Sabol Title: Treasurer

[Signature Page to Patent Security Agreement (2026 Notes)]

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

by

Namo.

Vice President

Schedule I

Patents and Patent Applications

Patents

Grantor	Title	Application No.	Filing Date	Patent No.	Issue Date	Status
AmSafe, Inc.	Inflatable personal restraint	16/453,918	06/26/2019	11628937	04/18/2023	Granted.
Armtec Defense	Visual and infrared	14/838,220	08/27/2015	10106473	10/23/2018	Granted.
Products Co.	signature powder and preparation methods thereof					
Champion Aerospace LLC	Aircraft power supply and method of operating the	12/652,963	01/06/2010	8242625	08/14/2012	Granted.
	same					
Data Device	Methods and apparatus for	13/150,948	06/01/2011	8661446	02/25/2014	Granted.
Corporation	managing and controlling					
	power consumption and					
	heat generation in computer					
7	Mathada and amount of	11/200 001	04/05/2006	000000	10/04/2011	
Data Device	Methods and apparatus for	11/399,001	04/05/2006	8032889	10/04/2011	Granted.
Corporation	managing and controlling					
	power consumption and					
	heat generation in computer					
	systems					
Data Device	Methods and apparatus for	14/188,583	02/24/2014	9459919	10/04/2016	Granted.
Corporation	managing and controlling					
	power consumption and					
	heat generation in computer					
	systems					
MarathonNorco	Fast charger and fast	16/411,215	11/14/2019	11710973	07/25/2023	Granted.
Aerospace, Inc.	charger process					

Grantor	Title	Application No.	Filing Date	Patent No.	Issue Date	Status
Shield Restraint	Web adjuster	29/586083	11/30/2016	D805954	12/26/2017	Granted.
Systems, Inc.						
Whippany Actuation	LOCKING	10564827	07/15/2004	7883125	02/08/2011	Granted.
Systems, LLC	MECHANISMS					

PATENT REEL: 064973 FRAME: 0525

RECORDED: 09/20/2023