

4/26/04

04-29-2004

Form PTO-1594
(Rev. 10/02)
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DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
TURBINE ENGINE COMPONENTS
TECHNOLOGIES CORPORATION

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 4/15/04

2. Name and address of receiving party(ies)

Name: Wachovia Bank, National Association

Internal Address: _____

Address: _____

Street Address: 191 Peachtree Street, N.E.

City: Atlanta State: GA Zip: 30303

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other National Banking Association

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) None

B. Trademark Registration No.(s) 2,762,591 and 2,795,639

Additional number(s) attached Yes No

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

Name: Donna J. Hunter, Paralegal

Internal Address: Paul, Hastings, Janofsky & Walker LLP

Street Address: 600 Peachtree Street, N.E.
Suite 2400

City: Atlanta State: GA Zip: 30308-2222

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 16-0752

OPR/FINANCE
APR 26 AM 7:54

DO NOT USE THIS SPACE

9. Signature.

Donna J. Hunter
Name of Person Signing

Donna J. Hunter
Signature

April 20, 2004
Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

04/26/2004 METACHE 00000006 2762591

01 FC:8521 40.00 OP
02 FC:8522 25.00 OP

TRADEMARK
REEL: 002959 FRAME: 0228

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 15th day of April, 2004, among the Grantors listed on the signature pages hereof (the "Grantors"), and WACHOVIA BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lender Group (as defined in the Credit Agreement described below) (the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 15, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among UCA Holdings, Inc., a Delaware corporation (the "Parent"), as a guarantor, Turbine Engine Components Technologies Corporation, a Delaware corporation, and Turbine Engine Components Technologies – Utica Corporation, a Delaware corporation, as borrowers (collectively as the "Borrowers" and individually as a "Borrower"), the Subsidiaries of the Borrowers party thereto as guarantors, the financial institutions party thereto as lenders (the "Lenders"), Wachovia Bank, National Association, as issuing bank (the "Issuing Bank"), and the Administrative Agent, the Lender Group (as defined in the Credit Agreement) is willing to make the Commitments (as defined in the Credit Agreement) available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to the Administrative Agent, for the benefit of the Lender Group, that certain Security Agreement dated as of April 15, 2004 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the benefit of the Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants to the Administrative Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral 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.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantors shall give prompt notice in writing to the Administrative Agent with respect to any such new registered trademarks, applications therefor or renewal of any trademark registration or any new common law trademark. Without limiting the Grantors' obligations under this Section 4, the Grantors hereby authorize the Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

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

**TURBINE ENGINE COMPONENTS
TECHNOLOGIES CORPORATION**

Sworn to and subscribed before me
this 15th day of April, 2004.

NOTARY PUBLIC
Donna J. Hunter

My Commission Expires:
April 7, 2005

DONNA J. HUNTER
Notary Public, Gwinnett County, Georgia
My Commission Expires April 7, 2005

By: [Signature]
Name: Bernard W. Stanek Jr.
Title: CFO and Vice President

**ACCEPTED AND ACKNOWLEDGED
BY:**

**WACHOVIA BANK, NATIONAL
ASSOCIATION, as the Administrative
Agent**

Sworn to and subscribed before me
this 15th day of April, 2004.

NOTARY PUBLIC
Donna J. Hunter

My Commission Expires:
April 7, 2005

DONNA J. HUNTER
Notary Public, Gwinnett County, Georgia
My Commission Expires April 7, 2005

By: [Signature]
Name: Stephen R. Philpott
Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Owner	Trademark	Registration Number	Registration Date	Owner
TECT	TECT	2,762,591	September 9, 2003	TECT
TECT	TECT	2,795,639	December 16, 2003	TECT

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.