

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aero Technologies, LLC		07/18/2013	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	TCF National Bank		
Street Address:	800 Burr Ridge Parkway		
City:	Burr Ridge		
State/Country:	ILLINOIS		
Postal Code:	60527		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3869769	PCU5000	
CORRESPONDENCE DATA			
Fax Number:	3122585700		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-258-5724		
Email:	cbollinger@schiffhardin.com		
Correspondent Name:	Chris L. Bollinger		
Address Line 1:	P.O. Box 06079		
Address Line 2:	Schiff Hardin LLp		
Address Line 4:	Chicago, ILLINOIS 60606-0079		
ATTORNEY DOCKET NUMBER:	41357-0010		
NAME OF SUBMITTER:	Chris L. Bollinger		
Signature:	/Chris L. Bollinger/		

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TRADEMARK
 REEL: 005079 FRAME: 0943

Date:

07/26/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 18, 2013, is made by Aero Technologies, LLC, an Illinois limited liability company (the "Company"), in favor of TCF National Bank (the "Lender").

RECITALS

WHEREAS, the Company, Aircraft Propeller Service Holdings, LP, a Delaware limited partnership ("Holdings"), Aircraft Propeller Service, LLC, a Delaware limited liability company ("Borrower"; the Company, Holdings and Borrower are referred to herein, collectively, as the "Obligors" and, individually, as an "Obligor"), and the Lender are parties to a Credit Agreement dated as of July 18, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lender has agreed to make certain loans to the Company;

WHEREAS, the Obligors and the Lender are parties to a Security Agreement dated as of July 18, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the terms of the Credit Agreement and the Security Agreement, the Company has granted to the Lender a security interest in substantially all the assets of the Company, including, with the exception of the Excluded Property, all right, title and interest of the Company in, to and under all now existing and hereafter arising service marks, trademarks, trademark or service mark registrations, trademark or service mark applications and trade names, all renewals thereof, all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto arising in favor of the Company, and the goodwill of the Company's business connected with and symbolized thereby, to secure the payment and performance in full of all amounts owing by the Company under the Credit Agreement and the other Financing Agreements (as defined in the Credit Agreement);

NOW, THEREFORE, to secure payment and performance in full of all of the Liabilities, the Company hereby grants to the Lender a continuing security interest in and to, and collaterally assigns to the Lender, all of the following property, and interests in all of the following property of the Company, whether now owned or hereafter acquired or arising and wheresoever located:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, and all renewals thereof, together with the goodwill of the Company's business connected with and symbolized thereby; and
- (2) all proceeds of the foregoing, including, without limitation, all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto arising in favor of the Company (items 1 through 2 being herein collectively referred to as the "Trademark Collateral");


provided, however, that there shall be excluded from the foregoing grant of security interest all Excluded Property (as such term is defined in the Security Agreement).

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Credit Agreement and the Security Agreement and is subject to limitations set forth therein. In the event of any conflict between any provision of this Agreement and any provision of the Credit Agreement or the Security Agreement, the Credit Agreement or the Security Agreement, respectively, will govern. Each of the Company and the Lender hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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

AERO TECHNOLOGIES, LLC

By: 
Name: Robert Mark Grant
Title: President and Chief Executive Officer

Acknowledged and agreed to:

TCF NATIONAL BANK

By: _____
Name: _____
Title: _____

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

AERO TECHNOLOGIES, LLC

By: _____
Name: _____
Title: _____

Acknowledged and agreed to:

TCF NATIONAL BANK

By: *Edward J. Ryzek*
Name: *Edward J. Ryzek*
Title: *Senior Vice President*

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Mark	Reg. No.	Reg. Date	Serial No.	Filed	Owner
PCU5000	3869769	11/2/2010	77962254	3/18/2010	Aero Technologies, LLC

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