

01-28-2005

01/25/05 RECOF TR



102932091

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)/Execution Date(s):

Tect Aerospace Inc.

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

Citizenship (see guidelines) Delaware

Execution Date(s) December 10, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wachovia Bank, National Association

Internal

Address: Mail Code 8056

Street Address: 191 Peachtree St., NE

City: Atlanta

State: Georgia

Country: United States Zip: 30308-1757

Association Citizenship National

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship

Other Citizenship

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

None

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Neuvant, N (stylized)

5. Name & 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 St., NE
Suite 2400

City: Atlanta

State: GA Zip: 30308

Phone Number: 404-815-2301

Fax Number: 404-685-5301

Email Address: donnahunter@paulhastings.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 16-0752

Authorized User Name Donna J. Hunter

9. Signature:

Donna J. Hunter
Signature

Date

Donna J. Hunter

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

01/27/2005 BYRNE 00000069 2795234
01 FC:8521
02 FC:8522

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Owner	Trademark	Registration Number	Registration Date
TECT Aerospace, Inc.	Neuvant	2,795,254	December 16, 2003
TECT Aerospace, Inc.	N (stylized)	2,791,811	December 9, 2003
TECT Aerospace, Inc.	SPEED2GO (Class 16)	WA- 027420	September 11, 1998
TECT Aerospace, Inc.	SPEED2GO (Class 21)	WA- 027418	September 11, 1998
TECT Aerospace, Inc.	SPEED2GO (Class 25)	WA- 027419	September 11, 1998

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 10th day of December, 2004, between TECT AEROSPACE INC., a Delaware corporation (the "Grantor"), 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 by that certain First Amendment to Credit Agreement dated as of October 20, 2004 (as amended and as otherwise 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, Turbine Engine Components Technologies – Utica Corporation, a Delaware corporation, and the Grantor 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 Grantor is a party to that certain Security Agreement dated as of April 15, 2004, as supplemented by that certain Supplement No. 1 to the Security Agreement dated as of April 15, 2004, dated as of October 20, 2004, by the Administrative Agent and the Grantor, and that certain Supplement No. 2 to the Security Agreement dated as of April 15, 2004, dated as of October 20, 2004, by the Administrative Agent and Utica Realty Holdings II, LLC (including all annexes, exhibits or schedules thereto, as supplemented and as otherwise amended, restated, supplemented or otherwise modified from time to time, 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.

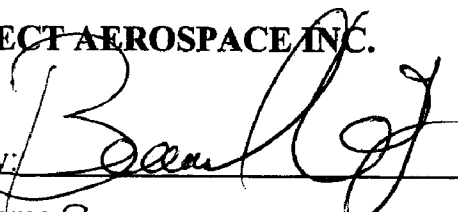
4. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to the Administrative Agent with respect to any such new registered trademarks, applications therefor or renewal of any trademark registration or any new common law trademark. Without limiting the Grantor's obligations under this Section 4, the Grantor hereby authorizes the Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of the 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, the 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.

TECT AEROSPACE INC.

By: 

Name: Bernard W. Stunkel, Jr.

Title: President

**ACCEPTED AND ACKNOWLEDGED
BY:**

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

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the 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.

TECT AEROSPACE INC.

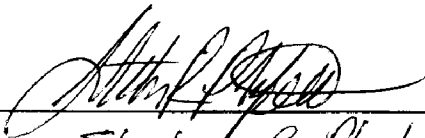
By: _____

Name: _____

Title: _____

**ACCEPTED AND ACKNOWLEDGED
BY:**

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

By: 
Name: Stephen R. Philpott
Title: Director