

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Trademark Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		11/06/2012	Bank:

RECEIVING PARTY DATA

Name:	Piedmont/Hawthorne Holdings, Inc.
Street Address:	1524 W. 14th Street
Internal Address:	Suite 110
City:	Tempe
State/Country:	ARIZONA
Postal Code:	85281
Entity Type:	CORPORATION: DELAWARE

Name:	Standard Aero Acquisition Holdings, Inc.
Street Address:	500-1780 Wellington Avenue
City:	Winnipeg, Manitoba
State/Country:	CANADA
Postal Code:	R3H-1B3
Entity Type:	CORPORATION: DELAWARE

Name:	Standard Aero Limited
Street Address:	500-1780 Wellington Avenue
City:	Winnipeg, Manitoba
State/Country:	CANADA
Postal Code:	R3H-1B3
Entity Type:	CORPORATION: CANADA

Name:	Garrett Aviation Services, L.L.C.
Street Address:	1524 W. 14th Street
Internal Address:	Suite 110
City:	Tempe

State/Country:	ARIZONA
Postal Code:	85281
Entity Type:	CORPORATION: DELAWARE

Name:	Corporate Jets, Inc.
Street Address:	1524 W. 14th Street
Internal Address:	Suite 110
City:	Tempe
State/Country:	ARIZONA
Postal Code:	85281
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3113120	LANDMARK AVIATION
Registration Number:	1969266	ENGINE DOCTOR
Registration Number:	1830595	CORPORATE JETS
Serial Number:	78750028	STANDARD AERO
Serial Number:	77212161	FAST LANE GUARANTEE

**CORRESPONDENCE DATA**

Fax Number: 9177777373  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 212-735-3000  
 Email: andrew.patrick@skadden.com  
 Correspondent Name: Skadden Arps Slate Meagher & Flom LLP  
 Address Line 1: Four Times Square  
 Address Line 2: Attn: Ashley Lott, Esq.  
 Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 101510/12

**DOMESTIC REPRESENTATIVE**

Name:  
 Address Line 1:  
 Address Line 2:  
 Address Line 3:  
 Address Line 4:

NAME OF SUBMITTER: Ashley Lott

/Ashley Lott/

Date:

11/29/2012

Total Attachments: 4

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## RELEASE OF TRADEMARK SECURITY INTEREST

RELEASE OF TRADEMARK SECURITY INTEREST, dated November 6, 2012 ("Release") by BARCLAYS BANK PLC, a bank, located at 200 Park Avenue, New York, New York, 10166, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent"), in favor of 2007 by PIEDMONT/HAWTHORNE HOLDINGS, INC., a Delaware corporation, located at 1524 W. 14<sup>th</sup> Street, Suite 110, Tempe, Arizona, 85281, STANDARD AERO ACQUISITION HOLDINGS, INC., a Delaware corporation, located at 500-1780 Wellington Ave, Winnipeg, Manitoba, Canada, R3H-1B3, STANDARD AERO LIMITED, a corporation organized under the laws of Canada, located at 500-1780 Wellington Ave., Winnipeg, Manitoba, Canada, R3H-1B3, GARRETT AVIATION SERVICES, L.L.C., a Delaware corporation, located at 1524 W. 14<sup>th</sup> Street, Suite 110, Tempe, Arizona, 85281 and CORPORATE JETS, INC., a Pennsylvania corporation, located at 1524 W. 14<sup>th</sup> Street, Suite 110, Tempe, Arizona, 85281 (each, individually, a "Pledgor" and, collectively, the "Pledgors"). Unless otherwise defined herein, terms defined in the Security Agreements (as defined below) and used herein have the meaning given to them in the Security Agreements.

### W I T N E S S E T H:

WHEREAS, the Pledgors and Collateral Agent are party to a U.S. Security Agreement and a Trademark Security Agreement, both dated July 31, 2007 (together, and as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreements");

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office (the "PTO") on August 1, 2007 at Reel/Frame 3589/0637 and as corrected and recorded in the PTO on August 16, 2007 Reel/Frame 3602/0873; and

WHEREAS, pursuant to the Security Agreements, each Pledgor pledged and granted to the Collateral Agent for the benefit of the Secured Parties, a lien on and security interest in and to all of the right, title and interest of such Pledgor in, to and under the following Pledged Collateral of such Pledgor (collectively, the "Trademark Collateral"): (a) Trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URL's), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to such Pledgor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), including those Trademarks of such Pledgor listed on Schedule I attached hereto together with any and all (i) rights and privileges arising under applicable law with respect to such Pledgor's use of any Trademarks, (ii) renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto,

including damages, claims and payments for past, present or future infringements thereof (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present or future infringements thereof; (b) all Goodwill associated with such Trademarks, and (c) to the extent not included in the foregoing, all Proceeds of any and all of the foregoing; provided, however, that the foregoing grant did not apply to any Excluded Property, including any Trademark application filed in the United States Patent and Trademark Office (the "PTO"), pursuant to Section 1(b) of the Lanham Act (15 U.S.C. § 1051, et seq.) unless and until evidence of use of the mark in interstate commerce is submitted to the PTO pursuant to Section 1(c) or 1(d) of the Lanham Act (15 U.S.C. § 1051, et seq.)

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Pledgor and the Collateral Agent hereby agree as follows:

SECTION 1. Release of Security Interest in Trademark Collateral. Collateral Agent hereby terminates and releases any and all of its lien on and security interest in all of its right, title and interest in, to and under the Trademark Collateral including, but not limited to, the trademark and trademark applications on Schedule 1 attached hereto.

SECTION 2. Recordation. Collateral Agent hereby authorizes and requests that the Commissioner of Patents and Trademarks of the PTO record this Release.

SECTION 3. Counterparts. This Release may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Release by signing and delivering one or more counterparts.

[Signature page follows]

IN WITNESS WHEREOF, Collateral Agent has caused this RELEASE OF  
TRADEMARK SECURITY INTEREST to be executed and delivered by its duly authorized of-  
ficer as of the date first set forth above.

BARCLAYS BANK PLC, as Collateral  
Agent

By: 

Name: Craig J. Malloy  
Title: Director

[Signature Page to Release of Trademark Security Interest]

**TRADEMARK**  
**REEL: 004909 FRAME: 0224**

**SCHEDULE I**  
**to**  
**RELEASE OF TRADEMARK SECURITY INTEREST**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademarks:**

<b>Jurisdiction</b>	<b>Mark</b>	<b>Reg. No. (App. No.)</b>	<b>Reg. Date (App. Date)</b>	<b>Record Owner/ Comments</b>
United States	LANDMARK AVIATION	3,113,120	07/04/2006	Piedmont/Hawthorne Holdings, Inc.
United States	STANDARD AERO and Design	(78/750,028)	(11/9/2005)	Standard Aero Acquisition Holdings, Inc.
United States	ENGINE DOCTOR	1,969,266	04/23/1996	Standard Aero Limited
United States	FAST LANE GUARANTEE	(77-212,161)	(06/21/2007)	Garrett Aviation Services, L.L.C.
United States	CORPORATE JETS	1,830,595	04/12/1994	Corporate Jets, Inc.