

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Associated Air Center, L.P.		11/02/2012	LIMITED PARTNERSHIP: TEXAS
StandardAero Business Aviation Services, LLC		11/02/2012	LIMITED LIABILITY COMPANY: DELAWARE
Standard Aero Redesign Services Inc.		11/02/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	333 South Hope Street
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4179962	7/10 INSPECTION
Registration Number:	3820663	ASSOCIATED AIRCENTER
Registration Number:	4057544	COMPLETECARE
Registration Number:	3822727	FASTLANE
Registration Number:	4057545	NOSE-TO-TAIL
Serial Number:	85171501	INFORMED MAINTENANCE
Serial Number:	85171507	OPTIMIZED MAINTENANCE
Serial Number:	85171612	PROCESS MAINTENANCE
Serial Number:	85171620	TRANSFORMATIONAL MAINTENANCE

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
NAME OF SUBMITTER:	Ashley Lott
Signature:	/Ashley Lott/
Date:	11/29/2012

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 2, 2012, by (i) Associated Air Center, L.P., a Texas limited partnership, located at 1524 W. 14th Street, Suite 110, Tempe, Arizona 85281, (ii) StandardAero Business Aviation Services, LLC, a Delaware limited liability company, located at 1524 W. 14th Street, Suite 110, Tempe, Arizona 85281, and (iii) Standard Aero Redesign Services Inc., a Delaware corporation, located at 1524 W. 14th Street, Suite 110, Tempe, Arizona 85281 (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of BANK OF AMERICA, N.A., a national association, with offices located at 333 South Hope Street, Los Angeles, California 90071, in its capacity co-collateral agent pursuant to the Credit Agreement, for the benefit of the Secured Parties (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a U.S. Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

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. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties, a lien on and security interest in all of the right, title and interest of such Pledgor in, to and under the following Pledged Collateral, wherever located, and whether now existing or hereafter arising or acquired from time to time:

(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 and 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 shall 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.).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing any and all collateral pledge, grant, lien and security interest in the Trademarks under this Trademark Security Agreement.


SECTION 5. Counterparts. This Trademark Security Agreement 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 Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]


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

Very truly yours,


ASSOCIATED AIR CENTER, L.P.,
as Pledgor

By: 
Name: Mike Scott
Title: CFO/Treasurer

STANDARD AERO BUSINESS AVIATION
SERVICES, LLC
as Pledgor

By: 
Name: Robert Mionis
Title: CEO/President

STANDARD AERO REDESIGN SERVICES
INC.
as Pledgor

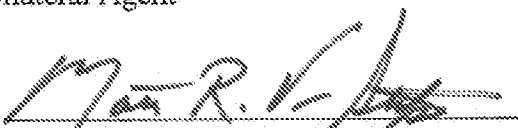
By: 
Name: Robert Mionis
Title: CEO/President:

[Signature Page to ABL Trademark Security Agreement]

TRADEMARK
REEL: 004909 FRAME: 0907

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: Matthew R. Van Steenhuysen
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Jurisdiction	Mark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner/ Comments
US	7/10 INSPECTION	4179962	(7/23/10) 7/24/12	StandardAero Business Aviation Services, LLC
US	ASSOCIATED AIRCENTER	3,820,663	(8/10/09) 7/20/10	Associated Air Center, L.P.
US	COMPLETECARE	4,057,544	(11/18/10) 11/15/11	StandardAero Business Aviation Services, LLC
US	FASTLANE	3,822,727	(1/15/09) 7/20/10	StandardAero Business Aviation Services, LLC
US	NOSE-TO-TAIL	4,057,545	(11/1810) 11/15/11	StandardAero Business Aviation Services, LLC

Trademark Applications:

Jurisdiction	Mark	App. No.	App. Date	Record Owner/ Comments
US	INFORMED MAINTENANCE	85/171,501	11/8/10	Standard Aero Redesign Services Inc.
US	OPTIMIZED MAINTENANCE	85/171,507	11/8/10	Standard Aero Redesign Services Inc.
US	PROCESS MAINTENANCE	85/171,612	11/8/10	Standard Aero Redesign Services Inc.
US	TRANSFORMATIONAL	85/171,620	11/8/10	Standard Aero Redesign Services, Inc.