

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303219

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kellstrom Defense Aerospace, Inc.		04/30/2014	CORPORATION:
Kellstrom Repair Services, Inc.		04/30/2014	CORPORATION:
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	299 Park Avenue, 5th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3848384	E2H ECS	
Registration Number:	4363955	HIGH TECH AVIONICS & ACCESSORIES	
Registration Number:	4453479	HIGH TECH AVIONICS & ACCESSORIES	
Registration Number:	2461752		
Registration Number:	2552942		
Serial Number:	78197443	KELLSTROM INDUSTRIES	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2001 Ross Avenue, Suite 3600		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	59693-30030		
NAME OF SUBMITTER:	Dusan Clark		

CH \$165.00 3848384

SIGNATURE:	/Dusan Clark/
DATE SIGNED:	05/01/2014
Total Attachments: 6 source=Merex - Executed copy of Trademark Security Agreement#page1.tif source=Merex - Executed copy of Trademark Security Agreement#page2.tif source=Merex - Executed copy of Trademark Security Agreement#page3.tif source=Merex - Executed copy of Trademark Security Agreement#page4.tif source=Merex - Executed copy of Trademark Security Agreement#page5.tif source=Merex - Executed copy of Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 30, 2014 (this "Agreement"), is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 30, 2014 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral");

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing in no event shall the Trademark Collateral include any "intent to use" Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office (but only until such statement or amendment has been accepted by the U.S. Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

KELLSTROM DEFENSE AEROSPACE,
INC.
as Grantor

By: 

Name:

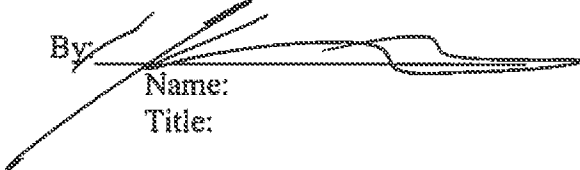
Title:

[Signature Page To Trademark Security Agreement]

TRADEMARK
REEL: 005271 FRAME: 0761

KELLSTROM REPAIR SERVICES, INC.
as Grantor

By

A handwritten signature in black ink, consisting of several overlapping, sweeping strokes that extend across the 'By' label and partially over the 'Name:' and 'Title:' labels.

Name:

Title:


[Signature Page To Trademark Security Agreement]

TRADEMARK
REEL: 005271 FRAME: 0762

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____

Name:  Alfredo Wang

Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005271 FRAME: 0763

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Owner</u>	<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration/ (Serial) Number</u>	<u>Registration/ (Application) Date</u>
Kellstrom Defense Aerospace, Inc.	E2H ECS	United States	3,848,384	9/14/10
Kellstrom Repair Services, Inc.	HIGH TECH AVIONICS & ACCESSORIES	United States	4,363,955	7/9/13
Kellstrom Repair Services, Inc.	HIGH TECH AVIONICS & ACCESSORIES and Design	United States	4,453,479	12/24/13
Kellstrom Defense Aerospace, Inc.	Miscellaneous Design	United States	2,461,752	6/19/2001
Kellstrom Defense Aerospace, Inc.	Miscellaneous Design	United States	2,552,942	3/26/2002
Kellstrom Defense Aerospace, Inc.	Kellstrom Industries TM	United States	78,197,443	7/17/2002

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.