

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342945

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Turbine Engine Components Technologies Corporation		05/29/2015	CORPORATION: DELAWARE
TECT Hypervelocity, Inc.		05/29/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Agent		
Street Address:	1100 Abernathy Rd., Suite 1600		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2762591	TECT	
Registration Number:	3965045	TECT	
Registration Number:	3865853	TECTNOLOGY	
Registration Number:	4026530	POWEREDGE	
Registration Number:	4039139	POWERTWIST	
Registration Number:	4075290	TECT ECOTHRUST	
Registration Number:	2795639	TECT	
Registration Number:	3957130	TECT	
Registration Number:	4075289	TECT POWERFORM	
Registration Number:	4211574	TECT POWERPLEX	
Registration Number:	3499891	HYPERVELOCITY	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3128637267		
Email:	jaclyn.digrande@goldbergkohn.com		
Correspondent Name:	Jaclyn Di Grande - Paralegal		

OP \$290.00 2762591

Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 E Monroe St., Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1989.419

NAME OF SUBMITTER: J

SIGNATURE: /jaclyn di grande/

DATE SIGNED: 06/01/2015

Total Attachments: 16

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 29th day of May, 2015, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of May 29, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among UCA HOLDINGS, INC., as parent ("Parent"), TURBINE ENGINE COMPONENTS TECHNOLOGIES CORPORATION ("TECT"), TURBINE ENGINE COMPONENTS TECHNOLOGIES-UTICA CORPORATION ("TECT-Utica"), TECT AEROSPACE INC. ("Aerospace"), TECT AEROSPACE WELLINGTON INC. ("Aerospace Wellington"), TECT INTERNATIONAL SALES CORP. ("International"), SUN COUNTRY HOLDINGS, LLC ("Sun"), TECT HYPERVELOCITY, INC. ("Hypervelocity"; TECT, TECT-Utica, Aerospace, Aerospace Wellington, International, Sun and Hypervelocity are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and permitted assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of May 29, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not

defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (excluding any Excluded Property, 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;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically

apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each 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 Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

**TURBINE ENGINE COMPONENTS
TECHNOLOGIES CORPORATION**, a Delaware
corporation

By: _____
Name: Bernard W. Stanek, Jr.
Title: Vice President

TECT HYPERVELOCITY, INC., a Delaware
corporation

By: _____
Name: Bernard W. Stanek, Jr.
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association

By: *Shirley Hawker*
Name: *Shirley Hawker*
Title: *Vice President*

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations / Applications

Grantor	Exact Name	Status of Filing	Date of Registration/ Filing	Registration Number (or Application Number if Pending)	Jurisdiction
Turbine Engine Components Technologies Corporation	TECT	Registered	Sep-09-2003	2,762,591	United States
Turbine Engine Components Technologies Corporation	TECT	Registered	May-24-2011	3,965,045	United States
Turbine Engine Components Technologies Corporation	TECTNOLOGY	Registered	Oct-19-2010	3,865,853	United States
Turbine Engine Components Technologies Corporation	POWEREDGE	Registered	Sep-13-2011	4,026,530	United States
Turbine Engine Components Technologies Corporation	POWERTWIST	Registered	Oct-11-2011	4,039,139	United States
Turbine Engine Components Technologies Corporation	TECT ECOTHRUST	Registered	Dec-20-2011	4,075,290	United States

Grantor	Exact Name	Status of Filing	Date of Registration/ Filing	Registration Number (or Application Number if Pending)	Jurisdiction
Turbine Engine Components Technologies Corporation	TECT LOGOMARK	Registered	Dec-16-2003	2,795,639	United States
Turbine Engine Components Technologies Corporation	TECT LOGOMARK	Registered	May-10-2011	3,957,130	United States
Turbine Engine Components Technologies Corporation	TECT POWERFORM	Registered	Dec-20-2011	4,075,289	United States
Turbine Engine Components Technologies Corporation	TECT POWERPLEX	Registered	Sep-18-2012	4,211,574	United States
Turbine Engine Components Technologies Corporation	TECT	Registered	Jan-28-2011	IR1066401	Australia (Madrid National)
Turbine Engine Components Technologies Corporation	TECT ECOTHRUST	Registered	Aug-04-2011	IR1090721	Australia (Madrid National)
Turbine Engine Components Technologies Corporation	TECT POWERFORM	Registered	Aug-04-2011	IR1093554	Australia (Madrid National)
Turbine Engine Components Technologies Corporation	TECT POWERPLEX	Registered	May-09-2012	IR1121189	Australia (Madrid National)

Grantor	Exact Name	Status of Filing	Date of Registration/ Filing	Registration Number (or Application Number if Pending)	Jurisdiction
Turbine Engine Components Technologies Corporation	TECT	Registered	May-16-2012	IR1124831	Australia (Madrid National)
Turbine Engine Components Technologies Corporation	TECT	Registered	Mar-18-2014	830795936	Brazil
Turbine Engine Components Technologies Corporation	TECT	Registered	Mar-18-2014	830795928	Brazil
Turbine Engine Components Technologies Corporation	TECT	Registered	Jul-01-2014	830915281	Brazil
Turbine Engine Components Technologies Corporation	TECT ECOTHRUST	Published	Aug-08-2011	831183772	Brazil
Turbine Engine Components Technologies Corporation	TECT POWERFORM	Published	Aug-08-2011	831183799	Brazil
Turbine Engine Components Technologies Corporation	TECT POWERPLEX	Published	May-14-2012	840130155	Brazil
Turbine Engine Components Technologies Corporation	TECT	Registered	May-02-2012	TMA823,254	Canada

Grantor	Exact Name	Status of Filing	Date of Registration/ Filing	Registration Number (or Application Number if Pending)	Jurisdiction
Turbine Engine Components Technologies Corporation	TECT LOGOMARK	Registered	May-02-2012	TMA823,252	Canada
Turbine Engine Components Technologies Corporation	TECT ECOTHRUST	Registered	Feb-19-2013	TMA843,868	Canada
Turbine Engine Components Technologies Corporation	TECT POWERFORM	Registered	Feb-20-2013	TMA843,990	Canada
Turbine Engine Components Technologies Corporation	TECT POWERPLEX	Registered	Sep-05-2013	TMA859,287	Canada
Turbine Engine Components Technologies Corporation	TECT	Registered	Oct-28-2011	8593270	China
Turbine Engine Components Technologies Corporation	TECT LOGOMARK	Registered	Oct-28-2011	8593267	China
Turbine Engine Components Technologies Corporation	TECT	Registered	Sep-14-2013	8593269	China
Turbine Engine Components Technologies Corporation	TECT LOGOMARK	Registered	Sep-14-2013	8593268	China

Grantor	Exact Name	Status of Filing	Date of Registration/ Filing	Registration Number (or Application Number if Pending)	Jurisdiction
Turbine Engine Components Technologies Corporation	TECT POWERPLEX	Pending	Jan-29-2014	None	China (Madrid National)
Turbine Engine Components Technologies Corporation	TECT LOGOMARK	Pending	Jul-09-2014	14661728	China
Turbine Engine Components Technologies Corporation	TECT (LOGO) TURBINE ENGINE TECHNOLOGIES COMPONENTS CORPORATION	Published	Dec-17-2013	13743310	China
Turbine Engine Components Technologies Corporation	TECT ECOTHRUST	Registered	Aug-04-2011	IR1090721	China (Madrid National)
Turbine Engine Components Technologies Corporation	HYPERVELOCITY	Registered	Sep-18-2008	6488308	European Community
Turbine Engine Components Technologies Corporation	POWER EDGE	Registered	Oct-07-2009	008137804	European Community
Turbine Engine Components Technologies Corporation	TECT	Registered	Jan-14-2011	9233321	European Community
Turbine Engine Components Technologies Corporation	TECT	Registered	Jan-28-2011	2091360	India

Grantor	Exact Name	Status of Filing	Date of Registration/ Filing	Registration Number (or Application Number if Pending)	Jurisdiction
Turbine Engine Components Technologies Corporation	TECT	Pending	May-28-2012	2338888	India
Turbine Engine Components Technologies Corporation	TECT	Registered	Jan-28-2011	IR1066401	Israel (Madrid National)
Turbine Engine Components Technologies Corporation	TECT	Registered	May-16-2012	IR1124831	Israel (Madrid National)
Turbine Engine Components Technologies Corporation	TECT ECOTHRUST	Registered	Aug-04-2011	IR1090721	Israel (Madrid National)
Turbine Engine Components Technologies Corporation	TECT POWERFORM	Registered	Aug-04-2011	IR1093554	Israel (Madrid National)
Turbine Engine Components Technologies Corporation	TECT POWERPLEX	Registered	May-09-2012	IR1121189	Israel (Madrid National)
Turbine Engine Components Technologies Corporation	TECT	Registered	Jun-10-2011	5417858	Japan
Turbine Engine Components Technologies Corporation	TECT	Registered	Jan-28-2011	IR1066401	Japan (Madrid National)

Grantor	Exact Name	Status of Filing	Date of Registration/ Filing	Registration Number (or Application Number if Pending)	Jurisdiction
Turbine Engine Components Technologies Corporation	TECT POWERPLEX	Registered	May-09-2012	IR1121189	Japan (Madrid National)
Turbine Engine Components Technologies Corporation	TECT ECOTHRUST	Registered	Aug-04-2011	IR1090721	Japan (Madrid National)
Turbine Engine Components Technologies Corporation	TECT POWERFORM	Registered	Aug-04-2011	IR1093554	Japan (Madrid National)
Turbine Engine Components Technologies Corporation	TECT POWERPLEX	Registered	May-09-2012	IR1121189	Madrid Protocol (TM)
Turbine Engine Components Technologies Corporation	TECT	Registered	Jan-28-2011	IR1066401	Madrid Protocol (TM)
Turbine Engine Components Technologies Corporation	TECT	Registered	May-16-2012	IR1124831	Madrid Protocol (TM)
Turbine Engine Components Technologies Corporation	TECT ECOTHRUST	Registered	Aug-04-2011	IR1090721	Madrid Protocol (TM)
Turbine Engine Components Technologies Corporation	TECT POWERFORM	Registered	Aug-04-2011	IR1093554	Madrid Protocol (TM)

Grantor	Exact Name	Status of Filing	Date of Registration/ Filing	Registration Number (or Application Number if Pending)	Jurisdiction
Turbine Engine Components Technologies Corporation	TECT	Registered	Sep-27-2012	1315670	Mexico
Turbine Engine Components Technologies Corporation	TECT	Registered	Sep-27-2012	1315669	Mexico
Turbine Engine Components Technologies Corporation	TECT ECOTHRUST	Registered	Sep-15-2012	1303858	Mexico
Turbine Engine Components Technologies Corporation	TECT POWERFORM	Registered	Aug-16-2012	1304064	Mexico
Turbine Engine Components Technologies Corporation	TECT POWERPLEX	Registered	Sep-25-2012	1313770	Mexico
Turbine Engine Components Technologies Corporation	TECT AEROSPACE LOGOMARK	Registered	Nov-30-2006	965577	Mexico
Turbine Engine Components Technologies Corporation	TECT AEROSPACE LOGOMARK	Registered	Nov-29-2006	964636	Mexico
Turbine Engine Components Technologies Corporation	TECT CORPORATION LOGOMARK	Registered	Nov-27-2006	963636	Mexico

Grantor	Exact Name	Status of Filing	Date of Registration/ Filing	Registration Number (or Application Number if Pending)	Jurisdiction
Turbine Engine Components Technologies Corporation	TECT CORPORATION LOGOMARK	Registered	Nov-27-2006	963637	Mexico
Turbine Engine Components Technologies Corporation	TECT LOGOMARK	Registered	Nov-27-2006	963634	Mexico
Turbine Engine Components Technologies Corporation	TECT LOGOMARK	Registered	Nov-28-2006	964071	Mexico
Turbine Engine Components Technologies Corporation	TECT POWER LOGOMARK	Registered	Nov-27-2006	963635	Mexico
Turbine Engine Components Technologies Corporation	TECT POWER LOGOMARK	Registered	Nov-27-2006	963633	Mexico
Turbine Engine Components Technologies Corporation	TECT	Registered	Jan-28-2011	IR1066401	Republic of Korea (Madrid National)
Turbine Engine Components Technologies Corporation	TECT ECOTHRUST	Registered	Aug-04-2011	IR1090721	Republic of Korea (Madrid National)
Turbine Engine Components Technologies Corporation	TECT POWERFORM	Registered	Aug-04-2011	IR1093554	Republic of Korea (Madrid National)

Grantor	Exact Name	Status of Filing	Date of Registration/ Filing	Registration Number (or Application Number if Pending)	Jurisdiction
Turbine Engine Components Technologies Corporation	TECT POWERPLEX	Registered	May-09-2012	IR1121189	Republic of Korea (Madrid National)
Turbine Engine Components Technologies Corporation	POWER EDGE	Registered	Nov-02-2011	446781	Russian Federation
Turbine Engine Components Technologies Corporation	TECT	Registered	Aug-01-2011	441923	Russian Federation
Turbine Engine Components Technologies Corporation	TECT	Registered	Jan-28-2011	IR1066401	Russian Federation (Madrid National)
Turbine Engine Components Technologies Corporation	TECT ECOTHRUST	Registered	Aug-04-2011	IR1090721	Russian Federation (Madrid National)
Turbine Engine Components Technologies Corporation	TECT POWERFORM	Registered	Aug-04-2011	IR1093554	Russian Federation (Madrid National)
Turbine Engine Components Technologies Corporation	TECT POWERPLEX	Registered	May-09-2012	IR1121189	Russian Federation (Madrid National)
Turbine Engine Components Technologies Corporation	TECT	Registered	May-16-2012	IR1124831	Singapore (Madrid National)

Grantor	Exact Name	Status of Filing	Date of Registration/ Filing	Registration Number (or Application Number if Pending)	Jurisdiction
Turbine Engine Components Technologies Corporation	TECT	Registered	Jan-28-2011	IR1066401	Singapore (Madrid National)
Turbine Engine Components Technologies Corporation	TECT ECOTHRUST	Registered	Aug-04-2011	IR1090721	Singapore (Madrid National)
Turbine Engine Components Technologies Corporation	TECT POWERFORM	Registered	Aug-04-2011	IR1093554	Singapore (Madrid National)
Turbine Engine Components Technologies Corporation	TECT POWERPLEX	Registered	May-09-2012	IR1121189	Singapore (Madrid National)
Turbine Engine Components Technologies Corporation	TECT	Registered	Nov-01-2012	1546323	Taiwan
Turbine Engine Components Technologies Corporation	TECT POWERPLEX	Registered	Dec-16-2012	1555327	Taiwan
TECT Hypervelocity, Inc.	HYPERVELOCITY	Registered	Sep-09-2008	3,499,891	United States