CH \$290.00 276259

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM343421

| 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: | Prudential Investment Management, Inc. | | |
|-------------------|---|--|--|
| Street Address: | 3350 Riverwood Parkway, Suite 1500 | | |
| Internal Address: | c/o Prudential Capital Group - Commercial Asset Finance | | |
| City: | Atlanta | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30339 | | |
| Entity Type: | CORPORATION: NEW JERSEY | | |

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: 4432634108

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.

Phone: 4103477388

Email: trademarks@ober.com

TRADEMARK

900326643 REEL: 005544 FRAME: 0787

Correspondent Name: E. Scott Johnson, Esq.

Address Line 1: 100 Light Street

Address Line 2: Ober, Kaler, Grimes & Shriver, A P.C.

Address Line 4: Baltimore, MARYLAND 21202

| ATTORNEY DOCKET NUMBER: | 028465.097591 DKP |
|-------------------------|--------------------|
| NAME OF SUBMITTER: | E. Scott Johnson |
| SIGNATURE: | /E. Scott Johnson/ |
| DATE SIGNED: | 06/03/2015 |

Total Attachments: 18

source=Prudential Trademark Security Agreement#page1.tif source=Prudential Trademark Security Agreement#page2.tif source=Prudential Trademark Security Agreement#page3.tif source=Prudential Trademark Security Agreement#page4.tif source=Prudential Trademark Security Agreement#page5.tif source=Prudential Trademark Security Agreement#page6.tif source=Prudential Trademark Security Agreement#page7.tif source=Prudential Trademark Security Agreement#page8.tif source=Prudential Trademark Security Agreement#page9.tif source=Prudential Trademark Security Agreement#page10.tif source=Prudential Trademark Security Agreement#page11.tif source=Prudential Trademark Security Agreement#page12.tif source=Prudential Trademark Security Agreement#page13.tif source=Prudential Trademark Security Agreement#page14.tif source=Prudential Trademark Security Agreement#page15.tif source=Prudential Trademark Security Agreement#page16.tif source=Prudential Trademark Security Agreement#page17.tif source=Prudential Trademark Security Agreement#page18.tif

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 PRUDENTIAL INVESTMENT MANAGEMENT, INC., a New Jersey corporation, in its capacity as collateral agent for the Lenders (as hereinafter defined) (in such capacity, together with its successors and assigns in such capacity, "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of May 29, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") by and among 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"), and 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 Collateral Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Loan Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of the Lenders, 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. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in <u>Section 6.1(i)</u> of the Loan Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*. In addition to those terms defined elsewhere in this Trademark Security Agreement, the following terms shall have the following meanings:

"Excluded Property" means (i) any rights or interest in any contract, lease, permit, license, or license agreement covering property of any Grantor if under the terms of such contract, lease, permit, license, or license agreement, or applicable law with respect thereto, the

grant of a security interest or lien therein is prohibited as a matter of law or under the terms of such contract, lease, permit, license, or license agreement and such prohibition or restriction has not been waived or the consent of the other party to such contract, lease, permit, license, or license agreement has not been obtained (provided, that, (A) the foregoing exclusions of this clause (i) shall in no way be construed (1) to apply to the extent that any described prohibition or restriction is ineffective under Section 9-406, 9-407, 9-408, or 9-409 of the Uniform Commercial Code or other applicable law, or (2) to apply to the extent that any consent or waiver has been obtained that would permit the Collateral Agent's security interest or lien to attach notwithstanding the prohibition or restriction on the pledge of such contract, lease, permit, license, or license agreement and (B) the foregoing exclusions of clause (i) shall in no way be construed to limit, impair, or otherwise affect any of the Collateral Agent's or any Lender's continuing security interests in and liens upon any rights or interests of any Grantor in or to (1) monies due or to become due under or in connection with any described contract, lease, permit, license, or license agreement (including any Accounts (as such term is defined in the Uniform Commercial Code), or (2) any proceeds from the sale, license, lease, or other dispositions of any such contract, lease, permit, license, or license agreement; (ii) any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral; or (iii) any property to which the Collateral Agent reasonably agrees in writing that the cost of creating or perfecting a security interest in such property is excessive in relation to the benefit to the Collateral Agent and the Lenders.

"Intellectual Property" means any and all patents, copyrights, trademarks, trade secrets, know-how, inventions (whether or not patentable), algorithms, software programs (including source code and object code), processes, product designs, industrial designs, blueprints, drawings, data, customer lists, URLs and domain names, specifications, documentations, reports, catalogs, literature, and any other forms of technology or proprietary information of any kind, including all rights therein and all applications for registration or registrations thereof.

"Intellectual Property Licenses" means, with respect to any Grantor, (A) any licenses or other similar rights provided to such Grantor in or with respect to Intellectual Property owned or controlled by any other Person, and (B) any licenses or other similar rights provided to any other Person in or with respect to Intellectual Property owned or controlled by such Grantor, in each case, including (x) any software license agreements (other than license agreements for commercially available off-the-shelf software that is generally available to the public which have been licensed to a Grantor pursuant to end-user licenses), (y) the license agreements listed on Schedule II, and (z) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of the Lenders' rights under the Loan Documents.

"Trademarks" means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (A) the trade names, registered trademarks, trademark applications, registered service

marks and service mark applications listed on <u>Schedule I</u>, (B) all renewals thereof, (C) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (D) the right to sue for past, present and future infringements and dilutions thereof, (E) the goodwill of each Grantor's business symbolized by the foregoing or connected therewith, and (F) all of each Grantor's rights corresponding thereto throughout the world.

- 2. <u>GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL</u>. Each Grantor hereby unconditionally grants, assigns, and pledges to Collateral Agent, for the benefit of each Lender, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "<u>Security Interest</u>") 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 "<u>Trademark Collateral</u>"):
- (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on <u>Schedule I</u>;
- (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 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. <u>SECURITY FOR OBLIGATIONS</u>. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the 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 Obligations and would be owed by Grantors, or any of them, to Collateral Agent or the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of a Bankruptcy Event involving any Grantor.
- 4. <u>SECURITY AGREEMENT</u>. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Lenders, pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan 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 Loan Agreement, the Loan Agreement shall control.
- 5. <u>AUTHORIZATION TO SUPPLEMENT</u>. 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 Collateral 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 Collateral 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 Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

- 6. <u>COUNTERPARTS</u>. 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 SECTIONS 6.1(J), (O) AND (P) OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Signature Page Follows]

²⁹²²⁶⁰⁶ TRADEMARK REEL: 005544 FRAME: 0792

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 |
| | By |
| | Name: Bernard W. Stanek, Jr. |
| | Title: Vice President |
| | TECT HYPERVELOCITY, INC. |
| | By: Name: Bernard W. Stanek, Jr. |
| | Title: Vide President |
| | ACCEPTED AND ACKNOWLEDGED BY: |
| COLLATERAL AGENT: | PRUDENTIAL INVESTMENT MANAGEMENT, INC. |
| | By: |
| | Name: |
| | Title: Vice President |

2922606

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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 |
|-------------------|--|
| | By:Name: Bernard W. Stanek, Jr. Title: Vice President |
| | TECT HYPERVELOCITY, INC. |
| | By: |
| | ACCEPTED AND ACKNOWLEDGED BY: |
| COLLATERAL AGENT: | PRUDENTIAL INVESTMENT MANAGEMENT INC. |
| | By: A State of the Name: Jernifer L Riffle Title: Vice President |

| 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 |
| Turbine Engine Components Technologies Corporation | TECT LOGOMARK | Registered | Dec-16-2003 | 2,795,639 | 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 | 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) |
| Turbine Engine Components Technologies Corporation | TECT | Registered | May-16-2012 | IR1124831 | Australia (Madrid National) |

| | | Status of | Date of Registration/ | Registration Number (or Application Number if | |
|----------------------------|------------|------------|-----------------------|---|--------------|
| Grantor | Exact Name | Filing | Filing | Pending) | Jurisdiction |
| Turbine | TECT | Registered | Mar-18-2014 | 830795936 | Brazil |
| Engine | | | | | |
| Components | | | | | |
| Technologies | | | | | |
| Corporation | | | | | |
| Turbine | TECT | Registered | Mar-18-2014 | 830795928 | Brazil |
| Engine | | | | | |
| Components | | | | | |
| Technologies | | | | | |
| Corporation | | | | | |
| Turbine | TECT | Registered | Jul-01-2014 | 830915281 | Brazil |
| Engine | | | | | |
| Components | | | | | |
| Technologies | | | | | |
| Corporation | | D 11:1 1 | 4 00 0011 | 021102770 | D '1 |
| Turbine | TECT | Published | Aug-08-2011 | 831183772 | Brazil |
| Engine | ECOTHRUST | | | | |
| Components | | | | | |
| Technologies | | | | | |
| Corporation | TECT | Published | Aug-08-2011 | 831183799 | Brazil |
| Turbine | POWERFORM | Published | Aug-06-2011 | 031103799 | |
| Engine | POWERFORM | | | | |
| Components Technologies | | | | | |
| Corporation | | | | | |
| Turbine | TECT | Published | May-14-2012 | 840130155 | Brazil |
| Engine | POWERPLEX | | 11129 11 2012 | 0.0100100 | |
| Components | | | | | |
| Technologies | | | | | |
| Corporation | | | | | |
| Turbine | TECT | Registered | May-02-2012 | TMA823,254 | Canada |
| Engine | | _ | - | | |
| Components | | | | | |
| Technologies | | | | | |
| Corporation | | | | | |
| Turbine | TECT | Registered | May-02-2012 | TMA823,252 | Canada |
| Engine | LOGOMARK | | | | |
| Components | | | | | |
| Technologies | | | | | |
| Corporation | | | | | |

| | | Status of | Date of Registration/ | Registration Number (or Application Number if | 11 pp(0)31 |
|--|-------------------|------------|--------------------------|---|-------------------------------|
| Grantor | Exact Name | Filing | Filing | Pending) | Jurisdiction |
| Turbine Engine Components | TECT ECOTHRUST | Registered | Feb-19-2013 | TMA843,868 | Canada |
| Technologies Corporation | | | | | |
| 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 |
| Turbine Engine Components Technologies Corporation | TECT POWERPLEX | Pending | Jan-29-2014 | None | China (Madrid National) |

| | | | Date of | Registration Number (or Application Number if | |
|-------------------------|--|------------------|-------------------------|---|--------------|
| Grantor | Exact Name | Status of Filing | Registration/ Filing | Number II Pending) | Jurisdiction |
| Turbine | TECT | Pending | Jul-09-2014 | 14661728 | China |
| Engine | LOGOMARK | | | | |
| Components | | | | | |
| Technologies | | | | | |
| Corporation | _ | | | | |
| Turbine | TECT (LOGO) | Published | Dec-17-2013 | 13743310 | China |
| Engine | TURBINE | | | | |
| Components | ENGINE | | | | |
| Technologies | TECHNOLOGIES | | | | |
| Corporation | COMPONENTS | | | | |
| | CORPORATION | | | TD 1000 TO 1 | C1: |
| Turbine | TECT | Registered | Aug-04-2011 | IR1090721 | China |
| Engine | ECOTHRUST | | | | (Madrid |
| Components | | | | | National) |
| Technologies | | | | | |
| Corporation | TIMEDATEL OCITAL | Danistanad | Sep-18-2008 | 6488308 | European |
| Turbine | HYPERVELOCITY | Registered | Sep-18-2008 | 0400300 | Community |
| Engine | | | | | Community |
| Components Technologies | | | | | |
| Corporation | | | | | |
| Turbine | POWER EDGE | Registered | Oct-07-2009 | 008137804 | European |
| Engine | OWEREDGE | Registered | 000 07 2003 | | Community |
| Components | | | | | |
| Technologies | | | | | |
| Corporation | | | | | |
| Turbine | TECT | Registered | Jan-14-2011 | 9233321 | European |
| Engine | | | | | Community |
| Components | | | | | |
| Technologies | | | | | |
| Corporation | | | | | |
| Turbine | TECT | Registered | Jan-28-2011 | 2091360 | India |
| Engine | | | | | |
| Components | | | | | |
| Technologies | | | | | |
| Corporation | TOTAL COMMITTEE OF THE PARTY OF | D 1 | NA 00 0010 | 2220000 | India |
| Turbine | TECT | Pending | May-28-2012 | 2338888 | India |
| Engine | | | | | |
| Components | | | | : | |
| Technologies | | | | | |
| Corporation | | | L | <u> </u> | |

2922606 TRADEMARK

| | 7000 - 2777 - 7000 - 777 | | Date of | Registration Number (or Application | West Control |
|--|---|---------------------|-------------------------|---|--------------------------------|
| Grantor | Exact Name | Status of Filing | Registration/ Filing | Number if Pending) | Jurisdiction |
| 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) |
| Turbine Engine Components Technologies Corporation | TECT POWERPLEX | Registered | May-09-2012 | IR1121189 | Japan (Madrid National) |

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| | | Ctatus of | Date of Registration/ | Application Number if | |
| Grantor | Exact Name | Status of Filing | Filing | Pending) | Jurisdiction |
| Turbine | TECT | Registered | Aug-04-2011 | IR1090721 | Japan |
| Engine | ECOTHRUST | | | | (Madrid |
| Components | | | | | National) |
| Technologies | | | | | |
| Corporation | | | | | |
| Turbine | TECT | Registered | Aug-04-2011 | IR1093554 | Japan |
| Engine | POWERFORM | | | | (Madrid |
| Components | | | | | National) |
| Technologies | | | | | |
| Corporation | | | | | |
| Turbine | TECT | Registered | May-09-2012 | IR1121189 | Madrid |
| Engine | POWERPLEX | | | | Protocol |
| Components | | | | | (TM) |
| Technologies | | | | | |
| Corporation | | | | | |
| Turbine | TECT | Registered | Jan-28-2011 | IR1066401 | Madrid |
| Engine | | | | | Protocol |
| Components | | | | | (TM) |
| Technologies | | | | | |
| Corporation | | <u> </u> | 15 15 2012 | TD 4 10 400 4 | 26.1:1 |
| Turbine | TECT | Registered | May-16-2012 | IR1124831 | Madrid |
| Engine | | | | | Protocol |
| Components | | | | | (TM) |
| Technologies | | | | | |
| Corporation | | — | 4 04 2011 | ID 1000701 |) f - 1 - 1 |
| Turbine | TECT | Registered | Aug-04-2011 | IR1090721 | Madrid |
| Engine | ECOTHRUST | | | | Protocol |
| Components | | | | | (TM) |
| Technologies | | | | | |
| Corporation | TTP CIT | D | A 04 2011 | ID 1002554 | Modeid |
| Turbine | TECT | Registered | Aug-04-2011 | IR1093554 | Madrid Protocol |
| Engine | POWERFORM | 1 | | | (TM) |
| Components | | | | | (1141) |
| Technologies | | | | | |
| Corporation | TECT | Dogistana 1 | Sep-27-2012 | 1315670 | Mexico |
| Turbine | TECT | Registered | Sep-2/-2012 | 13130/0 | MEXICO |
| Engine | | | | | |
| Components | | | | | |
| Technologies | | | | | |
| Corporation | | <u> </u> | | <u> </u> | <u> </u> |

| | | Status of | Date of Registration/ | Registration Number (or Application Number if | |
|--|---------------------------------|------------|-----------------------|---|--------------|
| Grantor | Exact Name | Filing | Filing | Pending) | Jurisdiction |
| 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 |
| Turbine Engine Components Technologies Corporation | TECT CORPORATION LOGOMARK | Registered | Nov-27-2006 | 963637 | Mexico |

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| | Account of the second of the s | | Date of | Number (or Application | |
| the specific control of the sp | | Status of | Registration/ | Number if | |
| Grantor | Exact Name | Filing | Filing | Pending) | Jurisdiction |
| Turbine | TECT | Registered | Nov-27-2006 | 963634 | Mexico |
| Engine | LOGOMARK | | | | |
| Components | | | | | |
| Technologies | | | | | |
| Corporation | | | | | |
| Turbine | TECT | Registered | Nov-28-2006 | 964071 | Mexico |
| Engine | LOGOMARK | | | | |
| Components | | | | | |
| Technologies | | | | | |
| Corporation | | | | | |
| Turbine | TECT POWER | Registered | Nov-27-2006 | 963635 | Mexico |
| Engine | LOGOMARK | | ' | | |
| Components | | | | | |
| Technologies | | | | | |
| Corporation | | | | | |
| Turbine | TECT POWER | Registered | Nov-27-2006 | 963633 | Mexico |
| Engine | LOGOMARK | | | | |
| Components | | | | | |
| Technologies | | Į | | | |
| Corporation | | | 7 00 2011 | TD 1066401 | D 11' C |
| Turbine | TECT | Registered | Jan-28-2011 | IR1066401 | Republic of |
| Engine | | | | | Korea |
| Components | | | | | (Madrid |
| Technologies | | | | | National) |
| Corporation | | | | TD 1 000701 | D 11' C |
| Turbine | TECT | Registered | Aug-04-2011 | IR1090721 | Republic of |
| Engine | ECOTHRUST | | | | Korea |
| Components | | | | | (Madrid |
| Technologies | | | | | National) |
| Corporation | TOP COT | Desire 1 | A 04 2011 | ID 1002554 | Domublic of |
| Turbine | TECT | Registered | Aug-04-2011 | IR1093554 | Republic of Korea |
| Engine | POWERFORM | | | | (Madrid |
| Components | | | | | National) |
| Technologies | | | | | Inautolial) |
| Corporation | TECT | Dogistana | May-09-2012 | IR1121189 | Republic of |
| Turbine | TECT | Registered | 1v1ay-09-2012 | 111111109 | Korea |
| Engine | POWERPLEX | | | | (Madrid |
| Components | | | | | National) |
| Technologies | | | | | Tanonar |
| Corporation | | L | <u></u> | L | |

| | | Status of | Date of Registration/ | Registration Number (or Application Number if | |
|-------------------------|------------|------------|--------------------------|--|--------------|
| Grantor | Exact Name | Filing | Filing | Pending) | Jurisdiction |
| Turbine | POWER EDGE | Registered | Nov-02-2011 | 446781 | Russian |
| Engine | | | | | Federation |
| Components | | | | | |
| Technologies | | | | | |
| Corporation | | | | | |
| Turbine | TECT | Registered | Aug-01-2011 | 441923 | Russian |
| Engine | | | | | Federation |
| Components | | | | | |
| Technologies | | | | | |
| Corporation | | | | | |
| Turbine | TECT | Registered | Jan-28-2011 | IR1066401 | Russian |
| Engine | | | | | Federation |
| Components | | | | | (Madrid |
| Technologies | | | | | National) |
| Corporation | | D 1 1 | 4 04 0011 | TD 1000701 | n |
| Turbine | TECT | Registered | Aug-04-2011 | IR1090721 | Russian |
| Engine | ECOTHRUST | | | | Federation |
| Components | | | | | (Madrid |
| Technologies | |] | | | National) |
| Corporation Turbine | TECT | Registered | Aug-04-2011 | IR1093554 | Russian |
| | POWERFORM | Registered | Aug-04-2011 | IK1093334 | Federation |
| Engine | POWERFORM | | | | (Madrid |
| Components Technologies | | | | | National) |
| Corporation | | | | | |
| Turbine | TECT | Registered | May-09-2012 | IR1121189 | Russian |
| Engine | POWERPLEX | registered | 11109 09 2012 | 111111111111111111111111111111111111111 | Federation |
| Components | TOWER BER | | | | (Madrid |
| Technologies | | | | | National) |
| Corporation | | | | | |
| Turbine | TECT | Registered | May-16-2012 | IR1124831 | Singapore |
| Engine | | | | | (Madrid |
| Components | | | | | National) |
| Technologies | | | | | |
| Corporation | | | | | |
| Turbine | TECT | Registered | Jan-28-2011 | IR1066401 | Singapore |
| Engine | | | | | (Madrid |
| Components | | | | | National) |
| Technologies | | | | | |
| Corporation | | <u> </u> | | | |

| Grantor | Exact Name | Status of Filing | Date of Registration/Filing | Registration Number (or Application Number if Pending) | Jurisdiction |
|--|-------------------|---------------------|-----------------------------|--|-----------------------------------|
| 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 |

SCHEDULE II

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TRADEMARK SECURITY AGREEMENT

Licenses granted in connection with original equipment manufacturer ("OEM") contracts pursuant to which the Grantors are entitled to use certain intellectual property and other proprietary information of the OEM for the limited purpose of producing the parts that are the subject of such contracts.

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TRADEMARK REEL: 005544 FRAME: 0806

RECORDED: 06/03/2015