

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432777

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TURBINE ENGINE COMPONENTS TECHNOLOGIES CORPORATION		06/27/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BAIN CAPITAL CREDIT, LP		
Street Address:	590 Madison Avenue		
Internal Address:	42ND FLOOR		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 10			
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	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	klathrop@proskauer.com		

CH \$265.00 2762591

Correspondent Name: PROSKAUER ROSE LLP
Address Line 1: 2049 CENTURY PARK EAST, SUITE 3200
Address Line 2: C/O KIMBERLEY A. LATHROP
Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 66478.159

NAME OF SUBMITTER: Kimberley A. Lathrop

SIGNATURE: /Kimberley A. Lathrop/

DATE SIGNED: 06/27/2017

Total Attachments: 5

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CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Confirmatory Grant”), is entered into as of June 27, 2017, by and between Turbine Engine Components Technologies Corporation, a Delaware corporation (the “Grantor”), and Bain Capital Credit, L.P. (the “Administrative Agent”), acting in its capacity as Administrative Agent pursuant to that certain Second Lien Credit Agreement dated as of June 27, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among TECT Power Holdings, LLC, a Delaware limited liability company, TECT International Sales Corp., a Delaware corporation, Turbine Engine Components Technologies – Utica Corporation, a Delaware corporation, the Grantor, the Administrative Agent and the financial institutions signatory thereto.

RECITALS:

A The Grantor and the Administrative Agent on behalf of the Secured Parties have entered into that certain Second Lien Pledge and Security Agreement dated as of June 27, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B Pursuant to the terms of the Security Agreement, the Grantor has granted to the Administrative Agent on behalf of the Secured Parties a Lien and security interest in all General Intangibles of the Grantor, including, without limitation, all of the Grantor’s right, title, and interest in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by the Grantor’s trademarks, and all products and proceeds thereof, to secure the payment of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent on behalf of the Secured Parties a Lien and continuing security interest in all of the Grantor’s right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or hereafter created, acquired or reacquired:

(1) each trademark, trademark registration (“Trademark Registration”) and trademark application (“Trademark Application”), including, without limitation, each trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby (but excluding United States intent-to-use trademark applications to the extent that and solely during the period in which a grant of a security interest will render such trademark invalid under Applicable Laws in the United States); and

(2) all proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement, dilution or breach of any trademark, Trademark Registration and Trademark Application, including, without limitation, any trademark and Trademark Registration referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any trademark, Trademark Registration and Trademark Application.

The Lien and security interest contained in this Confirmatory Grant is granted in conjunction with the security interest granted to the Administrative Agent on behalf of the Secured Parties pursuant to the Security Agreement.

The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent on behalf of the Secured Parties with respect to the Liens and security interests in the Trademark Collateral 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. To the extent there are any inconsistencies between this Confirmatory Grant and the Security Agreement, the Security Agreement shall govern.

In the event of any conflict between any provision in this Confirmatory Grant and any provision in the Intercreditor Agreement (as defined in the Credit Agreement), such provision in the Intercreditor Agreement shall control. The parties hereto agree that, for so long as the Intercreditor Agreement remains in effect, any obligation of any Grantor hereunder with respect to delivery or control of Collateral shall be deemed satisfied if such Grantor delivers or provides control of such Collateral to either the Administrative Agent or the First Lien Agent, as applicable pursuant to the terms of the Intercreditor Agreement.

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IN WITNESS WHEREOF, the Grantor has caused this Confirmatory Grant to be duly executed by its duly authorized representatives as of the date first written above.

GRANTOR:

TURBINE ENGINE COMPONENTS
TECHNOLOGIES CORPORATION, a Delaware
corporation

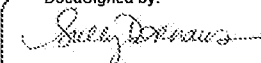
By: 

Name: Bernard W Stanek, Jr

Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

BAIN CAPITAL CREDIT, LP

DocuSigned by:


By: E4C28A8CEB6C4AE

Name: Sally Dornaus

Title: Managing Director/Chief Financial Officer

Schedule 1

to

Confirmatory Grant of Security Interest in Trademarks

U.S. TRADEMARKS

Owner of Record	Trademark	Application/ Registration No.	Application/ Registration Date
Turbine Engine Components Technologies Corporation	TECT	2,762,591	Sept-09-2003
Turbine Engine Components Technologies Corporation	TECT	3,965,045	May-24-2011
Turbine Engine Components Technologies Corporation	TECTNOLOGY	3,865,853	Oct-19-2010
Turbine Engine Components Technologies Corporation	POWEREDGE	4,026,530	Sept-13-2011
Turbine Engine Components Technologies Corporation	POWERTWIST	4,039,139	Oct-11-2011
Turbine Engine Components Technologies Corporation	TECT ECOTHRUST	4,075,290	Dec-20-2011
Turbine Engine Components Technologies Corporation	TECT LOGOMARK	2,795,639	Dec-16-2003
Turbine Engine Components Technologies Corporation	TECT LOGOMARK	3,957,130	May-10-2011
Turbine Engine Components Technologies Corporation	TECT POWERFORM	4,075,289	Dec-20-2011
Turbine Engine Components Technologies Corporation	TECT POWERPLEX	4,211,574	Sept-18-2012

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