

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477671

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|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Confirmatory Grant of Security Interest in Trademarks | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Turbine Engine Components Technologies Corporation | | 06/27/2017 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | JPMorgan Chase Bank, N.A. | | |
| Street Address: | 10 South Dearborn, Floor L2, Suite IL1-0480 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603-2300 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| 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: | 6175236850 | | |
| <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: | 617-523-2700 | | |
| Email: | susan.dinicola@hklaw.com, Darren.Frank@hklaw.com | | |
| Correspondent Name: | Holland & Knight LLP | | |
| Address Line 1: | 10 St. James Avenue | | |
| Address Line 4: | Boston, MASSACHUSETTS 02116 | | |

OP \$265.00 2762591

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|---|---------------------|
| NAME OF SUBMITTER: | Susan C. DiNicola |
| SIGNATURE: | /Susan C. DiNicola/ |
| DATE SIGNED: | 06/12/2018 |
| Total Attachments: 5 source=Tect_JPMorgan_SecurityAgreement#page1.tif source=Tect_JPMorgan_SecurityAgreement#page2.tif source=Tect_JPMorgan_SecurityAgreement#page3.tif source=Tect_JPMorgan_SecurityAgreement#page4.tif source=Tect_JPMorgan_SecurityAgreement#page5.tif | |

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 JPMorgan Chase Bank, N.A. (the “Administrative Agent”), acting in its capacity as Administrative Agent pursuant to that certain 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 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 Second Lien Agent, as applicable pursuant to the terms of the Intercreditor Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed by its duly authorized representative 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:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Jason Lloyd
Title: Executive Director

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 |