

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM517484

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LEACH INTERNATIONAL CORPORATION		03/29/2019	Corporation: DELAWARE
TA AEROSPACE CO.		03/29/2019	Corporation: CALIFORNIA
ADVANCED INPUT DEVICES, INC.		03/29/2019	Corporation: DELAWARE
MASON ELECTRIC CO.		03/29/2019	Corporation: DELAWARE
NMC GROUP, INC.		03/29/2019	Corporation: CALIFORNIA
KORRY ELECTRONICS CO.		03/29/2019	Corporation: DELAWARE
MEMTRON TECHNOLOGIES CO.		03/29/2019	Corporation: DELAWARE
JOSLYN SUNBANK COMPANY, LLC		03/29/2019	Limited Liability Company: CALIFORNIA
ESTERLINE TECHNOLOGIES CORPORATION		03/29/2019	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	The Bank of New York Mellon Trust Company, N.A.
<b>Street Address:</b>	2 North LaSalle Street
<b>Internal Address:</b>	7th Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60602
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 82

Property Type	Number	Word Mark
<b>Registration Number:</b>	4827790	TOUCHDECK
<b>Registration Number:</b>	3292016	MEDIGENIC
<b>Registration Number:</b>	3494893	HALLDUCER
<b>Registration Number:</b>	3597731	DISPLAY HAWC
<b>Registration Number:</b>	3494903	HAWC
<b>Registration Number:</b>	4416879	SWIFTBOND

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Property Type	Number	Word Mark
Registration Number:	4242998	STAR FRIENDLY
Registration Number:	3970909	OPTICON
Registration Number:	1899694	NIGHTSHIELD
Registration Number:	1805120	CHROMALUX
Registration Number:	1615474	KORRY
Registration Number:	2692131	D
Registration Number:	2634282	THINCODER
Registration Number:	2634284	THINCODER
Registration Number:	2634283	PUSHGATE
Registration Number:	2272847	DURASWITCH
Registration Number:	1283172	MEMTRON
Registration Number:	1436278	POSI-TAC
Registration Number:	4457717	ADC
Registration Number:	2740967	SUNBANK
Registration Number:	1732769	FROST POINTER
Registration Number:	4449749	FASTBLOCK
Registration Number:	3384887	FASTBLOCK
Registration Number:	2810875	EXTREME HEAT
Registration Number:	2779544	LEACH
Registration Number:	0926718	LEACH
Registration Number:	906545	BALANCED-FORCE
Registration Number:	5508987	ESTERLINE
Registration Number:	5392223	TREALITY
Registration Number:	3369513	ARMTEC
Registration Number:	3268417	ARMTEC
Registration Number:	3862198	ESTERLINE
Registration Number:	3786337	ESTERLINE
Registration Number:	3753399	ESTERLINE
Registration Number:	3750810	ESTERLINE
Registration Number:	3690725	ESTERLINE
Registration Number:	3797729	ESTERLINE
Registration Number:	3677983	ESTERLINE
Registration Number:	3677984	ESTERLINE
Registration Number:	2944733	ESTERLINE
Registration Number:	2915021	ESTERLINE
Registration Number:	2926958	KIRKHILL-TA
Registration Number:	2926957	KIRKHILL-TA
Registration Number:	2926956	KIRKHILL-TA

Property Type	Number	Word Mark
Registration Number:	2926955	KIRKHILL-TA
Registration Number:	2881529	JANCO
Registration Number:	3047228	CMC ELECTRONICS
Registration Number:	2790224	ESTERLINE
Registration Number:	2804587	AVISTA
Registration Number:	2706459	TA
Registration Number:	2585206	ESTERLINE
Registration Number:	2658675	ESTERLINE
Registration Number:	2594288	ESTERLINE
Registration Number:	1905295	ESTERLINE
Registration Number:	1855681	ARMTEC
Registration Number:	1775515	HYTEK
Registration Number:	1192978	TA
Registration Number:	858855	KORRY
Registration Number:	834690	AUXITROL
Registration Number:	926718	LEACH
Registration Number:	739665	KORRY
Serial Number:	77915158	MIGHTY HAWC
Serial Number:	86383960	SWIFT-LOK
Serial Number:	87013216	GAMESMAN
Serial Number:	87191540	ESTERLINE
Serial Number:	87191541	ESTERLINE
Serial Number:	87193765	ESTERLINE
Serial Number:	87193762	ESTERLINE
Serial Number:	86655716	CODIS
Serial Number:	86968372	ESTERLINE
Serial Number:	86966946	ESTERLINE
Serial Number:	86974937	ESTERLINE
Serial Number:	86966234	ESTERLINE
Serial Number:	86966227	ESTERLINE
Serial Number:	86963822	ESTERLINE
Serial Number:	86963775	ESTERLINE
Serial Number:	86965414	ESTERLINE
Serial Number:	86965411	ESTERLINE
Serial Number:	86965407	ESTERLINE
Serial Number:	86965403	ESTERLINE
Serial Number:	86974941	ESTERLINE
Serial Number:	86966354	ESTERLINE

**CORRESPONDENCE DATA****Fax Number:** 2165790212*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:** 2165863939**Email:** dpuljic@jonesday.com**Correspondent Name:** Daniel Puljic / JONES DAY**Address Line 1:** 901 Lakeside Avenue**Address Line 2:** North Point**Address Line 4:** Cleveland, OHIO 44114**ATTORNEY DOCKET NUMBER:** 539602-600001**NAME OF SUBMITTER:** DANIEL PULJIC**SIGNATURE:** /Daniel Puljic/**DATE SIGNED:** 04/04/2019**Total Attachments: 12**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 29, 2019 (this "Agreement"), is entered into by the undersigned Grantors (each a "Grantor" and collectively, the "Grantors") in favor of The Bank of New York Mellon Trust Company, N.A., as trustee under the Indenture (as defined herein) and US collateral agent (in such capacity, the "Trustee") for the Indenture Secured Parties under the Pledge and Security Agreement (as defined herein).

**WHEREAS**, TransDigm Inc., a Delaware corporation (the "Company"), TransDigm Group Incorporated, a Delaware corporation ("Holdings"), the Guarantors (as defined therein), the Trustee and The Bank of New York Mellon, as UK collateral agent, have entered into an Indenture, dated as of February 13, 2019 (as further amended, supplemented, or otherwise modified from time to time, the "Indenture");

**WHEREAS**, the Company, Holdings, the subsidiaries of the Company identified therein and the Trustee, as trustee and US collateral agent, have entered into a Pledge and Security Agreement, dated as of February 13, 2019 (as amended, supplemented, or otherwise modified from time to time, the "Pledge and Security Agreement");

**WHEREAS**, under the terms of the Pledge and Security Agreement, each Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of such Grantor to the Trustee for the ratable benefit of the Indenture Secured Parties, and has agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities;

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors and the Indenture Secured Parties hereby agree as follows:

SECTION 1. DEFINED TERMS. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The undersigned Grantors hereby grant to the Trustee, for the benefit of the Indenture Secured Parties, a security interest in and continuing lien on all of each Grantor's right, title, and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral");

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all

extensions or renewals thereof, including without limitation, each United States federally registered trademark and trademark application identified on Schedule I,

(b) all goodwill associated therewith or symbolized thereby,

(c) all other assets, rights and interests that uniquely reflect or embody such goodwill and

(d) any written agreement, now or hereafter in effect, granting to any third party any right to use any trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

Notwithstanding the foregoing, the Trademark Collateral shall not include any application for a Trademark registration filed with the United States Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act (“Intent to Use Application”) prior to the filing with and acceptance by the United States Patent and Trademark Office of a Statement of Use (as described in Section 1(d) of the Lanham Act) or an Amendment to Allege Use (as described in Section 1(c) of the Lanham Act).

**SECTION 3. PRECEDENCE.** The security interest granted hereby is granted in furtherance, and not in limitation, of the security interest granted to the Indenture Secured Parties under the Pledge and Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall control.

**SECTION 4. RECORDATION.** The Grantors authorize and request that the U.S. Patent and Trademark Office and any other applicable government officer record this Trademark Security Agreement.

**SECTION 5. MODIFICATION OF AGREEMENT.** This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Pledge and Security Agreement pursuant to which the Trustee may modify this Agreement, after obtaining each Grantor’s approval of or signature to such modification, by amending Schedule I hereto to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which any Grantor no longer has or claims any right, title or interest.

**SECTION 6. GENERAL.**

(a) Governing Law. **THIS DOCUMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Indenture Secured Parties and the Grantors and their respective successors and assigns. The Grantors shall not, without the prior written consent of the Indenture Secured Parties given in accordance with the Indenture, assign any right, duty or obligation hereunder.

(c) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on 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 instrument.


SECTION 7. The recitals contained herein shall be taken as the statements of the Grantors and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Agreement.

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IN WITNESS WHEREOF, the undersigned Grantors and the Indenture Secured Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

Very truly yours,


**LEACH INTERNATIONAL CORPORATION  
TA AEROSPACE CO.  
ADVANCED INPUT DEVICES, INC.  
MASON ELECTRIC CO.  
NMC GROUP, INC.  
KORRY ELECTRONICS CO.  
MEMTRON TECHNOLOGIES CO.  
JOSLYN SUNBANK COMPANY, LLC  
ESTERLINE TECHNOLOGIES CORPORATION**

By:   
Name: Jonathan D. Crandall  
Title: Treasurer



THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A., as Trustee

by



Name:

Title:



R. TARNAS  
VICE PRESIDENT


Schedule I






**Trademarks and Trademark Applications**



Trademark	Appln. No.	Filing Date	Regn. No.	Regn. Date	Status	Owner
TOUCHDECK	86173601	01/23/14	4827790	10/06/15	Registered	Advanced Input Devices, Inc.
MEDIGENIC	78773458	12/14/05	3292016	09/11/07	Registered	Advanced Input Devices, Inc.
MIGHTY Mighty HaWC HAWC	77915158	01/19/10	08/17/10	08/17/10	Registered	Mason Electric Co.  AKA Esterline Mason
HALLDUCER	77246528	08/03/07	3494893	09/02/08	Registered	Mason Electric Co.  DBA Esterline Mason
DISPLAY HAWC Display HaWC	77494245	06/09/08	3597731	03/31/09	Registered	Mason Electric Co.  DBA Esterline Mason
HAWC	77246969	08/03/07	3494903	09/02/08	Registered	Mason Electric Co.  DBA Esterline Mason
SWIFT-LOK	86383960	09/03/14	--	--	Allowed	NMC Group Inc.
SWIFTBOND	85680185	07/18/12	4416879	10/15/13	Registered	NMC Group Inc.
STAR FRIENDLY	85377959	07/21/11	4242998	11/13/12	Registered	Korry Electronics Co.

Trademark	Appln. No.	Filing Date	Regn. No.	Regn. Date	Status	Owner
OPTICON	77409821	02/29/08	3970909	05/31/11	Registered	Korry Electronics Co.
NIGHTSHIELD	74430398	08/26/93	1899694	06/13/95	Registered	Korry Electronics Co.
CHROMALUX	74053054	04/26/90	1805120	11/16/93	Registered	Korry Electronics Co.
KORRY	73771550	12/27/88	1615474	10/02/90	Registered	Esterline Technologies Corporation
D 	76189624	01/04/01	2692131	03/04/03	Registered	Memtron Technologies Co.
THINCODER <b>thiNcoder</b>	76188966	01/04/01	2634282	10/15/02	Registered	Memtron Technologies Co.
THINCODER	76188969	01/04/01	2634284	10/15/02	Registered	Memtron Technologies Co.
PUSHGATE	76188968	01/04/01	2634283	10/15/02	Registered	Memtron Technologies Co.
DURASWITCH	75315754	06/27/97	2272847	08/24/99	Registered	Memtron Technologies Co.
MEMTRON	73419283	03/29/83	1283172	06/26/84	Registered	Esterline Technologies Corporation
POSI-TAC	73578739	01/13/86	1436278	04/14/87	Registered	Memtron Technologies Co.
ADC	85786815	11/26/12	4457717	12/31/13	Registered	Joslyn Sunbank Company,

Trademark	Appln. No.	Filing Date	Regn. No.	Regn. Date	Status	Owner
						LLC
SUNBANK	76099771	08/01/00	2740967	07/29/03	Registered	Joslyn Sunbank Company, LLC
FROSTPOINTER	74260897	03/30/92	1732769	11/17/92	Registered	Joslyn Sunbank Company, LLC
FASTBLOCK	85584260	03/29/12	4449749	12/17/13	Registered	TA Aerospace Co.
FASTBLOCK	77215078	06/25/07	3384887	02/19/08	Registered	TA Aerospace Co.
EXTREME HEAT	75724941	06/09/99	2810875	02/03/04	Registered	TA Aerospace Co.
LEACH	78148153	07/26/02	2779544	11/04/03	Registered	Esterline Technologies Corporation
LEACH	72308218	09/25/68	926718	01/11/72	Registered	Esterline Technologies Corporation
BALANCED-FORCE	72315240	12/26/68	906545	01/26/71	Registered	Leach International Corporation
GAMESMAN	87013216	04/25/16	--	--	Allowed	Esterline Technologies Corporation
ESTERLINE 	87191540	10/03/16	--	--	Allowed	Esterline Technologies Corporation
ESTERLINE	87191541	10/03/16	--	--	Allowed	Esterline Technologies Corporation
ESTERLINE	87193765	10/05/16	--	--	Allowed	Esterline

Trademark	Appln. No.	Filing Date	Regn. No.	Regn. Date	Status	Owner
						Technologies Corporation
ESTERLINE 	87193762	10/05/16	--	--	Allowed	Esterline Technologies Corporation
CODIS	86655716	06/05/15	--	--	Allowed	Esterline Technologies Corporation
ESTERLINE 	86968372	04/07/16	--	--	Allowed	Esterline Technologies Corporation
ESTERLINE	86966946	04/06/16	--	--	Allowed	Esterline Technologies Corporation
ESTERLINE 	86974937	04/13/16	--	--	Allowed	Esterline Technologies Corporation
ESTERLINE	86966234	04/06/16	--	--	Allowed	Esterline Technologies Corporation
ESTERLINE 	86966227	04/06/16	--	--	Allowed	Esterline Technologies Corporation
ESTERLINE 	86963822	04/04/16	--	--	Allowed	Esterline Technologies Corporation
ESTERLINE	86963775	04/04/16	--	--	Allowed	Esterline Technologies Corporation
ESTERLINE	86965414	04/05/16	--	--	Allowed	Esterline Technologies Corporation
ESTERLINE 	86965411	04/05/16	--	--	Allowed	Esterline Technologies Corporation
ESTERLINE 	86965407	04/05/16	--	--	Allowed	Esterline Technologies Corporation
ESTERLINE	86965403	04/05/16	--	--	Allowed	Esterline Technologies

Trademark	Appln. No.	Filing Date	Regn. No.	Regn. Date	Status	Owner
						Corporation
ESTERLINE	86974941	04/13/16	--	--	Allowed	Esterline Technologies Corporation
ESTERLINE 	86966354	04/06/16	--	--	Allowed	Esterline Technologies Corporation
ESTERLINE	86966352	04/06/16	5508987	07/03/18	Registered	Esterline Technologies Corporation
TREALITY	86650476	06/03/15	5392223	01/30/18	Registered	Esterline Technologies Corporation
ARMTEC	78973573	09/13/06	3369513	01/15/08	Registered	Esterline Technologies Corporation
ARMTEC	78973601	09/13/06	3268417	07/24/07	Registered	Esterline Technologies Corporation
ESTERLINE 	78973401	09/13/06	3862198	10/12/10	Registered	Esterline Technologies Corporation
ESTERLINE 	78973346	09/13/06	3786337	05/04/10	Registered	Esterline Technologies Corporation
ESTERLINE 	78973448	09/13/06	3753399	02/23/10	Registered	Esterline Technologies Corporation
ESTERLINE 	78973539	09/13/06	3750810	02/16/10	Registered	Esterline Technologies Corporation
ESTERLINE 	78973416	09/13/06	3690725	09/29/09	Registered	Esterline Technologies Corporation
ESTERLINE 	78973462	09/13/06	3797729	06/01/10	Registered	Esterline Technologies Corporation

Trademark	Appln. No.	Filing Date	Regn. No.	Regn. Date	Status	Owner
ESTERLINE 	78973478	09/13/06	3677983	09/01/09	Registered	Esterline Technologies Corporation
ESTERLINE 	78973522	09/13/06	3677984	09/01/09	Registered	Esterline Technologies Corporation
ESTERLINE	78/089148	10/18/01	2944733	04/26/05	Registered	Esterline Technologies Corporation
ESTERLINE	78/089147	10/18/01	2915021	12/28/04	Registered	Esterline Technologies Corporation
KIRKHILL-TA	78/255379	05/28/03	2926958	02/15/05	Registered	Esterline Technologies Corporation
KIRKHILL-TA	78/255374	05/28/03	2926957	02/15/05	Registered	Esterline Technologies Corporation
KIRKHILL-TA	78/255365	05/28/03	2926956	02/15/05	Registered	Esterline Technologies Corporation
KIRKHILL-TA	78/255356	05/28/03	2926955	02/15/05	Registered	Esterline Technologies Corporation
JANCO	78/244641	05/01/03	2881529	09/07/04	Registered	Esterline Technologies Corporation
CMC ELECTRONICS	76/295364	08/06/01	3047228	01/24/06	Registered	Esterline Technologies Corporation
ESTERLINE	76/302235	08/17/01	2790224	12/09/03	Registered	Esterline Technologies Corporation
AVISTA	76/495441	03/06/03	2804587	01/13/04	Registered	Esterline Technologies Corporation
TA	76/348419	12/13/01	2706459	04/15/03	Registered	Esterline Technologies Corporation

Trademark	Appln. No.	Filing Date	Regn. No.	Regn. Date	Status	Owner
ESTERLINE	76/302236	08/17/01	2585206	06/25/02	Registered	Esterline Technologies Corporation
ESTERLINE	76/302234	08/17/01	2658675	12/10/02	Registered	Esterline Technologies Corporation
ESTERLINE	76/302233	08/17/01	2594288	07/16/02	Registered	Esterline Technologies Corporation
ESTERLINE	74/448567	10/19/93	1905295	07/18/95	Registered	Esterline Technologies Corporation
ARMTEC	74/448560	10/19/93	1855681	09/27/94	Registered	Esterline Technologies Corporation
HYTEK	74/321225	10/09/92	1775515	06/08/93	Registered	Esterline Technologies Corporation
TA 	73/301193	03/16/81	1192978	04/06/82	Registered	Esterline Technologies Corporation
KORRY	72/288100	01/04/68	858855	10/22/68	Registered	Esterline Technologies Corporation
AUXITROL	72/211369	02/04/65	834690	09/05/67	Registered	Esterline Technologies Corporation
LEACH	72/308218	09/25/68	926718	01/11/72	Registered	Esterline Technologies Corporation
KORRY 	72/126873	08/29/61	739665	10/23/62	Registered	Esterline Technologies Corporation