

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536084

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PATENT AND TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Heligear Acquisition Co.		07/30/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TCW Asset Management Company LLC, as agent		
Street Address:	200 Clarendon Street		
Internal Address:	51st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2880021	NORTHSTAR AEROSPACE	
Registration Number:	2856449	NORTHSTAR AEROSPACE	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	25th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	059182-0088		
NAME OF SUBMITTER:	Scott Kareff (059182-0088)		
SIGNATURE:	/kc for sk/		
DATE SIGNED:	08/09/2019		
Total Attachments: 8			
source=Northstar - Patent and Trademark Security Agreement (2)#page1.tif			
source=Northstar - Patent and Trademark Security Agreement (2)#page2.tif			

CH \$65.00 2880021

source=Northstar - Patent and Trademark Security Agreement (2)#page3.tif
source=Northstar - Patent and Trademark Security Agreement (2)#page4.tif
source=Northstar - Patent and Trademark Security Agreement (2)#page5.tif
source=Northstar - Patent and Trademark Security Agreement (2)#page6.tif
source=Northstar - Patent and Trademark Security Agreement (2)#page7.tif
source=Northstar - Patent and Trademark Security Agreement (2)#page8.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "Agreement"), dated as of July 30, 2019 is entered into by and between HELIGEAR ACQUISITION CO., a corporation organized under the laws of the State of Delaware ("Pledgor") and TCW ASSET MANAGEMENT COMPANY LLC, as Agent for the Lenders party to the Loan Agreement described below (the "Agent").

WHEREAS, pursuant to that certain Term Loan and Security Agreement (as amended, restated, modified or supplemented from time to time, the "Loan Agreement") of even date herewith by and among Heligear Acquisition Holdings Co., a corporation organized under the laws of the State of Delaware ("Holdings"), as guarantor, each other Person that is a party thereto as a guarantor from time to time (together with Holdings, collectively, the "Guarantors", and each a "Guarantor"), Pledgor, as borrower, each other Person that is a party thereto as a borrower from time to time (together with Pledgor, the "Borrowers", and each a "Borrower"), Agent, and the Lenders from time to time party thereto ("Lenders"), the Lenders have agreed to provide certain loans to the Borrowers, and in connection therewith has required that the Pledgor, among other things, grant a security interest to the Agent, for the benefit of the Lenders, in certain patents, trademarks and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Loan Agreement and (ii) the rules of construction set forth in Section 1.4 Certain Matters of Construction of the Loan Agreement shall apply to this Agreement. Any terms used in this Agreement that are defined in the Uniform Commercial Code as in enacted in New York as amended from time to time (the "UCC") shall be construed and defined as set forth in the UCC unless otherwise defined herein.

(b) "Patents and Trademarks" shall mean and include all of Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark and service mark registrations and applications, trademarks and service marks, and domain names, whether now owned or hereafter acquired by Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements or other violations, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the trademarks relate. Notwithstanding the foregoing, "Patents and Trademarks" shall not include any Excluded Property.

(c) "Other Intellectual Property" shall mean all trade secrets, ideas, concepts, methods, techniques, processes, proprietary information, technology, know-how,

formulae, rights of publicity and privacy and other general intangibles of like nature, now or hereafter acquired, owned, developed or used by Pledgor.

2. To secure the full payment and performance of all Obligations, Pledgor hereby grants and conveys a continuing security interest to Agent, for the benefit of the Lenders, in the entire right, title and interest of Pledgor in and to all of its Patents and Trademarks.

3. Schedule A hereto sets forth a complete and accurate list of all patents, trademarks, service marks, domain names and copyrights that are (i) issued, registered or applied-for as of the date hereof ("Registered IP") and (ii) owned by Pledgor as of the date hereof ("Pledgor Registered IP"). All Pledgor Registered IP material to the business of Pledgor is subsisting and in full force and effect, has not been adjudged invalid or unenforceable, has not been abandoned in whole or in part and, to the knowledge of Pledgor, is valid and enforceable. No Pledgor Registered IP is the subject of any licensing or franchising agreement, except as described on Schedule A and as otherwise permitted by the Loan Agreement. No Registered IP owned or, to the knowledge of Pledgor, used by Pledgor conflicts with the intellectual property rights of others and Pledgor is not infringing or in conflict with any such rights of others, and to the knowledge of Pledgor, no other Person is now infringing or in conflict with any such properties, assets and rights owned or used by Pledgor, except for infringements and conflicts that could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Pledgor has not received any written notice that it is violating or has violated the intellectual property rights of any third party, except as could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

4. This Agreement creates a legal, valid and enforceable security interest in favor of Agent, for the benefit of the Lenders, in and to the Patents and Trademarks, as security for the full payment and performance of all Obligations.

5. If any of Pledgor's material Registered IP or Other Intellectual Property is infringed, misappropriated, diluted or otherwise violated, in each case, in any material respect by a third party, Pledgor shall (A) upon obtaining knowledge of such infringement, misappropriation, dilution or other violation, promptly notify Agent and (B) to the extent Pledgor shall deem appropriate under the circumstances, promptly (i) sue for infringement, misappropriation, dilution or other violation, seek injunctive relief where appropriate and/or seek to recover any and all damages for such infringement, misappropriation, dilution or other violation, or (ii) take such other actions as Pledgor shall deem appropriate under the circumstances to protect such Registered IP or Other Intellectual Property.

6. Notwithstanding anything herein to the contrary, upon the occurrence and during the continuance of an Event of Default, Pledgor may not abandon or otherwise permit any of its Registered IP or Other Intellectual Property to become invalid without the prior written consent of Agent, and if any of Pledgor's Registered IP or Other Intellectual Property is infringed, misappropriated, diluted or otherwise violated in any material respect by a third party, Pledgor will take such action as Agent shall deem reasonably appropriate under the circumstances to protect such Registered IP or Other Intellectual Property.

7. Pledgor shall execute, authenticate and deliver any and all assignments, agreements, instruments, documents and papers as Agent may reasonably request to evidence Agent's security interest granted hereunder, and Pledgor hereby appoints Agent its attorney-in-fact, during the existence of an Event of Default, to execute and/or authenticate and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed, and such power (being coupled with an interest) shall be irrevocable during the term of this Agreement.

8. Pledgor hereby, subject to Section 16.5 of the Loan Agreement, indemnifies Agent against, any claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by Agent under the powers of attorney, proxy or license, granted herein other than actions taken or omitted to be taken through Agent's gross negligence or willful misconduct, as determined by a final determination of a court of competent jurisdiction.

9. The Agent hereby reserves all right against Pledgor.

10. If, before the Obligations shall have been paid in full, Pledgor shall own any copyright registrations or applications for copyright registration, any new trademarks, service marks or domain names, any new patents, patent applications or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, continuation in part of any of the Patents and Trademarks or any improvement on any of the Patents and Trademarks (other than Excluded Property) (collectively, "After-Acquired Intellectual Property"), the provisions of this Agreement shall automatically apply thereto and Pledgor shall give to Agent prompt notice thereof in writing on a quarterly basis (or, with respect to any registered copyrights, promptly upon acquisition thereof). Pledgor and Agent agree to modify this Agreement by amending Schedule A to include any items of After-Acquired Intellectual Property and the provisions of this Agreement shall automatically apply thereto.

11. Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Loan Agreement, those allowed by Applicable Law and the rights and remedies of a secured party under the UCC as enacted in any jurisdiction in which the Patents and Trademarks, Pledgor's Registered IP or Pledgor's Other Intellectual Property may be located.

12. If any Event of Default shall have occurred and be continuing, Pledgor hereby (a) grants to Agent an irrevocable, non-exclusive, royalty-free, paid up license to use or license the Patents and Trademarks and any other Registered IP or Other Intellectual Property owned by Pledgor (collectively, the "Owned Intellectual Property"); (b) upon the request of the Agent, assigns to the Agent (to the extent assignable) all of its rights to any intellectual property licensed to Pledgor by a third-party; and (c) authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent, as Agent may select in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse Pledgor's name on all applications, documents, papers and instruments necessary for Agent to use the Owned Intellectual Property, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Owned Intellectual Property (and, to the extent permitted under the terms thereof, any license to Pledgor under intellectual property owned by any third-party) to any third person, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose (other

than any assignment or similar conveyance of any intent-to-use trademark applications with respect to which a Statement of Use has not been filed and accepted by the United States Patent and Trademark Office), on commercially reasonable terms, of the Owned Intellectual Property to any third Person. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the term of this Agreement.

13. At such time as Pledgor shall have paid in full all of the Obligations, this Agreement shall terminate and Agent shall execute and deliver to Pledgor all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgor full title to the Patents and Trademarks, subject to any disposition thereof which may have been made by Agent pursuant hereto.

14. Pledgor shall have the duty, through counsel reasonably acceptable to Agent, to prosecute diligently and in a commercially reasonable manner, any trademark, service mark or patent applications of the material Patents and Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to maintain the registrations and patents of the material Patents and Trademarks and the material After-Acquired Intellectual Property, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of Pledgor to do so) and to preserve and maintain all rights in patent applications and patents and in trademarks and service marks and registrations and applications for registration thereof of the material Patents and Trademarks, including without limitation the payment of all maintenance, renewal and other applicable fees, filing of renewals, affidavits of use, affidavits of incontestability and filing or defending opposition, interference and cancellation proceedings and payment of maintenance fees, filing fees, taxes or other governmental fees. Any expenses incurred in connection with such an application shall be borne by Pledgor.

15. Pledgor shall have the right, with the consent of Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join Agent, if necessary, as a party to such suit so long as Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents and Trademarks and any licenses thereunder.

16. All of Agent's rights and remedies with respect to the Patents and Trademarks, Pledgor's Registered IP and Pledgor's Other Intellectual Property, whether established hereby or by the Loan Agreement or by Applicable Law, shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

18. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 10.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that Pledgor may not assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

20. This Agreement shall be governed by and construed in accordance with the internal Laws of the State of New York without regard to its conflicts of law principles.

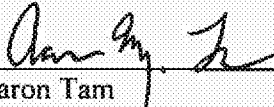
21. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Pledgor acknowledges and agrees that a telecopy or other electronic transmission to the Agent of the signature pages hereof purporting to be signed on behalf of Pledgor shall constitute effective and binding execution and delivery hereof by Pledgor.

22. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 16.6 Notice of the Loan Agreement.


[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

HELIGEAR ACQUISITION CO., a Delaware corporation

By: 
Name: Aaron Tam
Title: CFO, Secretary and Treasurer

TCW ASSET MANAGEMENT COMPANY LLC,
as Agent

By: 
Name: Suzanne Grosso
Title: Managing Director

**SCHEDULE A
TO
PATENT AND TRADEMARK SECURITY AGREEMENT**

LIST OF REGISTERED PATENTS AND TRADEMARKS,

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Heligear Acquisition Co.	United States	NORTHSTAR AEROSPACE	2880021	6/5/2002	8/31/2004
Heligear Acquisition Co.	United States	NORTHSTAR AEROSPACE	2856449	6/5/2002	6/22/2004
Heligear Acquisition Co.	Canada	WINDSOR GEAR & DRIVE INC. & Design	TMA496065	01/30/1997	06/16/1998
Heligear Acquisition Co.	Canada	NORTHSTAR AEROSPACE	TMA789610	03/17/2010	02/03/2011