

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM840776

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CEF INDUSTRIES, LLC		09/08/2023	Limited Liability Company: DELAWARE
DATA DEVICE CORPORATION		09/08/2023	Corporation: DELAWARE
KIRKHILL INC.		09/08/2023	Corporation: DELAWARE
MARATHONNORCO AEROSPACE, INC.		09/08/2023	Corporation: DELAWARE
PEXCO AEROSPACE, INC.		09/08/2023	Corporation: DELAWARE
SCHNELLER LLC		09/08/2023	Limited Liability Company: DELAWARE
SIMPLEX MANUFACTURING CO.		09/08/2023	Corporation: OREGON
SYMETRICS INDUSTRIES, LLC		09/08/2023	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA, as administrative agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	UNITED STATES BANK: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	78133390	RAD-STAK	
Serial Number:	76283611	KIRKHILL	
Serial Number:	75632205	M	
Serial Number:	75632368	M MARATHON SUPERPOWER	
Serial Number:	75632383	M MARATHON	
Serial Number:	73515350	SUPERPOWER	
Serial Number:	73487939	MARATHON	
Serial Number:	73166121	NORCO INC.	

CH \$390.00 78133390

Property Type	Number	Word Mark
Serial Number:	73068552	BALL REVERSER
Serial Number:	88787610	TIETON
Serial Number:	75801853	TARGA
Serial Number:	73090219	STORMSCOPE
Serial Number:	97876371	CEF AEROSPACE SOLUTIONS
Serial Number:	90185259	AERFILM CONTOUR
Serial Number:	97846931	SIMPLEX

CORRESPONDENCE DATA

Fax Number: 8443453178

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: 858-314-1200

Email: matkins@jonesday.com, kseverson@jonesday.com

Correspondent Name: JONES DAY

Address Line 1: 250 VESEY STREET

Address Line 4: NEW YORK, NEW YORK 10281-1047

ATTORNEY DOCKET NUMBER:	539602 - 635002
NAME OF SUBMITTER:	Michael P. Atkins
SIGNATURE:	/Michael P. Atkins/
DATE SIGNED:	09/20/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 8, 2023 (this "Agreement"), is entered into by the undersigned grantors (each such grantor individually, a "Grantor" and, collectively, the "Grantors") in favor of Goldman Sachs Bank USA, as administrative agent under the Credit Agreement (as defined herein) and as collateral agent (in such capacity, the "Agent") for the Secured Parties under the Guarantee and Collateral Agreement (as defined herein).

WHEREAS, TransDigm Inc., a Delaware corporation (the "Borrower"), TransDigm Group Incorporated, a Delaware corporation ("Holdings"), the subsidiaries of the Borrower party thereto, the lenders party thereto from time to time, the Agent and certain other parties as named therein have entered into the Second Amended and Restated Credit Agreement, dated as of June 4, 2014 (as further amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Grantors, the Agent and the other parties thereto have entered into the Guarantee and Collateral Agreement, dated as of June 23, 2006, as amended and restated as of December 6, 2010, as further amended and restated as of February 14, 2011, and as further amended and restated as of February 28, 2013 (as further amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Agent for the ratable benefit of the Secured Parties, and have 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 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 Guarantee and Collateral Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantors hereby grant to the Agent, for the benefit of the 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 registrations 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 such Grantor or that such Grantor otherwise has the right to license, or granting to such Grantor any use of any trademark now or hereafter owned by any third party and all rights of such 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 Secured Parties under the Guarantee and Collateral Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall control.

SECTION 4. RECORDATION. The Grantors authorize and request that the United States Patent and Trademark Office and any other applicable government officer record this 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 Guarantee and Collateral Agreement pursuant to which the Agent 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 Secured Parties and the Grantors and their respective successors and assigns.

The Grantors shall not, without the prior written consent of the Secured Parties given in accordance with the Credit Agreement, 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.

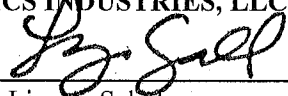
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IN WITNESS WHEREOF, the undersigned Grantors and the Secured Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

Very truly yours,

CEF INDUSTRIES, LLC
DATA DEVICE CORPORATION
KIRKHILL INC.
MARATHONNORCO AEROSPACE, INC.
PEXCO AEROSPACE, INC.
SCHNELLER LLC
SIMPLEX MANUFACTURING CO.
SYMETRICS INDUSTRIES, LLC

By: _____


Name: Liza A. Sabol

Title: Treasurer

[Signature Page to Trademark Security Agreement (Credit Agreement)]

TRADEMARK
REEL: 008203 FRAME: 0869

GOLDMAN SACHS BANK USA, as
Agent

by

Brent Clough
Name: Brent Clough
Title: Authorized Signatory

by

Name:
Title:

[Signature Page to Trademark Security Agreement (Credit Agreement)]

Schedule I

Trademarks and Trademark Applications

Trademarks

Owner	Trademark	Serial No.	Registration No.	Registration Date
DATA DEVICE CORPORATION	RAD-STAK	78133390	2990201	08/30/2005
Kirkhill Inc.	KIRKHILL	76283611	2668319	12/31/2002
MARATHONNORCO AERSOSPACE, INC.	M	75632205	2543727	03/05/2002
MARATHONNORCO AERSOSPACE, INC.	M MARATHON SUPERPOWER	75632368	2787788	12/02/2003
MARATHONNORCO AERSOSPACE, INC.	M MARATHON	75632383	2787789	12/02/2003
MARATHONNORCO AERSOSPACE, INC.	SUPERPOWER	73515350	1330727	04/16/1985
MARATHONNORCO AERSOSPACE, INC.	MARATHON	73487939	1325462	07/09/1985
MARATHONNORCO AERSOSPACE, INC.	NORCO INC.	73166121	1153612	05/12/1981
MARATHONNORCO AERSOSPACE, INC.	BALL REVERSE	73068552	1144720	12/30/1980
Pexco Aerospace, Inc.	TIE TON	88787610	7031394	4/18/2023
SYMETRICS INDUSTRIES LLC	TARGA	75801853	2637946	10/11/2002
SYMETRICS INDUSTRIES, LLC	STORMSCOPE	73090219	1117583	08/05/1979

Trademark Applications

Owner	Trademark	Application No.	Application Date

Owner	Trademark	Application No.	Application Date
CEF INDUSTRIES, LLC	CEF AEROSPACE SOLUTIONS	97876371	04/06/2023
Schneller LLC	AERFILM CONTOUR	90185259	9/16/2020
SIMPLEX MANUFACTURING CO.	SIMPLEX	97846931	03/20/2023

TRADEMARK

REEL: 008203 FRAME: 0872

RECORDED: 09/20/2023