

04-29-1999

Form PTO-1594
1-31-92U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101023773

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

TriStar Aerospace, Inc.

- ☐ Individuals ☐ Association
☐ General Partnership - ☐ Limited Partnership
☒ Corporation-State: Florida
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: March 24, 1999

2. Name and address of receiving party(ies):

Name: Bankers Trust Company

Internal Address: _____

Street Address: One Bankers Trust Plaza, 130 Liberty StreetCity: New York State: New York ZIP: 10006

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation- New York
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
 (Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/259,676

75/289,681

Additional numbers attached? ☐ Yes ☒ No

Trademark Registration No.(s)\

5. Name and address of party to whom correspondence document should be mailed:

Name: Kimberly MillerInternal Address: White & Case LLPStreet Address: 1155 Avenue of the AmericasCity: New York State: NY ZIP: 10036

6. Total number of applications and registration involved

2

7. Total fee (37 CFR 3.41): \$ 65.00

- ☒ Enclosed
☒ Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:

(23-1705 in case of deficiency)

(Attach duplicate copy of this page if paying by deposit account)

04/28/1999 JSHADAZZ 00000154 75259676

DO NOT USE THIS SPACE

01 FC:481

02 FC:482

40.00 OP
25.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kimberly V. Miller

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet:

1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

ASSIGNMENT OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, TriStar Aerospace, Inc., a Florida corporation ("the Assignor") with principal offices at 2527 Willowbrook Drive, Dallas, TX 75220, hereby assigns and grants to Bankers Trust Company, as Collateral Agent (the "Assignee") with principal offices at 130 Liberty Street, New York, New York 10006, a security interest in (i) all of the Assignor's right, title and interest in and to the trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto; (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and, (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

This Assignment (the "Assignment"), effective as of March 24, 1999, is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of March 24, 1999 (as amended, modified and supplemented from time to time, the "Security Agreement").

This Assignment has been granted in conjunction with the security interests granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted hereby are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 22nd
day of March, 1999.

TRISTAR AEROSPACE, INC.,
Assignor,

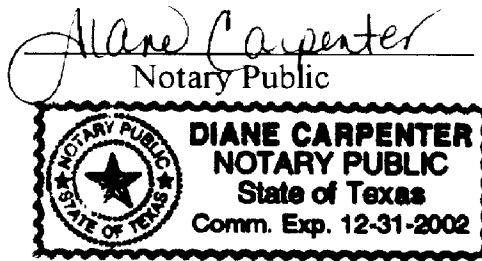
By 
Title: ~~Executive~~ Vice President
and Chief Financial Officer

BANKERS TRUST COMPANY, as
Collateral Agent, Assignee

By _____
Title:

STATE OF TEXAS)
)ss.:
COUNTY OF DALLAS)

On this 22nd day of March, 1999, before me personally came Douglas E. Childress who, being by me duly sworn, did state as follows: that he is Executive Vice President of TriStar Aerospace, Inc., that he is authorized to execute the foregoing Assignment on behalf of said corporation and that he/she did so by authority of the Board of Directors of said corporation.

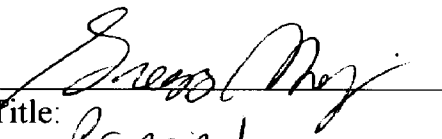


IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the ____ day of March, 1999.

TRISTAR AEROSPACE, INC.,
Assignor,

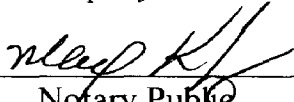
By _____
Title:

BANKERS TRUST COMPANY, as
Collateral Agent, Assignee

By 
Title: Principal

STATE OF NEW YORK)
)ss.:
COUNTY OF NEW YORK)

On this 24th day of March, 1999, before me personally came Gregory P. Shefrin who, being by me duly sworn, did state as follows: that he is Vice President of BANKERS TRUST COMPANY, that she is authorized to execute the foregoing Assignment on behalf of said company and that he/she did so by authority of said company.



Notary Public

MAY KAREN YIP
Notary Public, State of New York
No. 01YI6009063
Qualified in New York County
Commission Expires June 22, 2000

LIST OF MARKS AND APPLICATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
TRISTAR	75/259,676 (U.S. Pending)	3/18/97
TRISTAR and logo design	75-289681 (U.S. Pending)	5/9/97