FORM PTO-1594
1-31-92

MNN 12/11/99

12-28-1999

101232685

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings → → →

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

1. Name of conveying party(ies): **GAB Robins North America, Inc.**

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State (DE)
☐ Other _____

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

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

Name: The Chase Manhattan Bank, as Administrative Agent
Internal Address: _____
Street Address: 4 MetroTech Center, 5th Floor
City: Brooklyn State: NY ZIP: 11245

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: November 30, 1999

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

A. Trademark Application No.(s) **75/595,854 and 75/595,873**

B. Trademark Registration No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Kristopher E. Ahrend, Esq.
Internal Address: Simpson Thacher & Bartlett
Street Address: 425 Lexington Avenue
City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): $65.00
☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

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.

Kristopher E. Ahrend, Esq.
Name of Person Signing

Kristopher E. Ahrend
Signature

12/10/99
Date

Total number of pages comprising cover sheet: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

12/27/1999 DNGUYEN 00000175 75595854
01 FC:481 40.00 OP
02 FC:482 25.00 OP

SECURITY INTEREST IN TRADEMARK RIGHTS

THIS SECURITY INTEREST IN TRADEMARK RIGHTS ("Security Agreement"), dated as of November 30, 1999 is made by GAB Robins North America, Inc., a Delaware corporation (the "Company"), in favor of The Chase Manhattan Bank, as Administrative Agent (the "Administrative Agent") for the several lenders, parties to the Credit Agreement, dated as of November 30, 1999 (the "Credit Agreement"), among the Company, the Lenders and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Company upon the terms and subject to the conditions set forth therein;

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Company under the Credit Agreement that the Company shall have executed and delivered the Guarantee and Collateral Agreement, dated as of November 30, 1999 (the "Guarantee and Collateral Agreement") to the Administrative Agent for the ratable benefit of the Lenders;

WHEREAS, pursuant to Section 3 to the Guarantee and Collateral Agreement, the Company granted to the Agent for the ratable benefit of the Agent and the Lenders a security interest in the Collateral, which includes all Trademarks "now owned or at any time hereafter acquired" by the Company;

WHEREAS, pursuant to the foregoing, the Company has duly authorized the execution, delivery and performance of this separate Security Agreement with respect to trademarks;

NOW THEREFORE, for good and valuable consideration (including that set forth in the Credit Agreement), the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Company pursuant to the Credit Agreement, the Company agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Security Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Company hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Lenders, a security interest in the Trademarks now owned by the Company listed on Schedule A hereto to the Administrative Agent for the benefit of the Administrative

Agent and the Lenders, as collateral security for the prompt and complete payment and performance and when due (whether at the slated maturity by acceleration or otherwise) of such Grantor's obligations.

SECTION 3. Purpose. This Security Agreement has been executed and delivered by the Company for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lenders under the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Company has caused this Security Agreement to be duly executed and delivered by its appropriate officer thereunto duly authorized as of the day and year first above written.

GAB ROBINS NORTH AMERICA, INC.

By: _____
Title:

THE CHASE MANHATTAN BANK
as Administrative Agent

By: _____
Title:

509265-0673-02629-99BG1T7W-ASG

IN WITNESS WHEREOF, the Company has caused this Security Agreement to be duly executed and delivered by its appropriate officer thereunto duly authorized as of the day and year first above written.

GAB ROBINS NORTH AMERICA, INC.

By: _____
Title:

THE CHASE MANHATTAN BANK
as Administrative Agent

By: _____
Title: Robert Anastasio
Vice President

509265-0673-02629-99BWEFEN-ASG

Schedule A

Grantors Intellectual Property

SCHEDULE OF UNITED STATES FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS

EFI & Design	(75/595854)	(11/25/98)	GAB ROBINS NORTH AMERICA, INC.	PENDING
MEDINSIGHTS	(75/595873)	(11/25/98)	GAB ROBINS NORTH AMERICA, INC.	PENDING

RECORDED: 12/11/1999

TRADEMARK
REEL: 002003 FRAME: 0743