# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | FIRST LIEN TRADEMARK SECURITY AGREEMENT |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| VALLEY-TODECO, INC. | | 05/11/2007 | CORPORATION: |

RECEIVING PARTY DATA

| | |
|---|---|
| Name: | BEAR STEARNS CORPORATE LENDING INC. |
| Street Address: | 383 Madison Avenue |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10179 |
| Entity Type: | CORPORATION: |

PROPERTY NUMBERS Total: 4

| Property Type | Number | Word Mark |
|---|---|---|
| Serial Number: | 77106508 | VT |
| Serial Number: | 77105071 | VT |
| Serial Number: | 77104179 | VT |
| Serial Number: | 77104155 | VT |

OP $115.00 77106508

CORRESPONDENCE DATA

Fax Number: (714)755-8290
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*
Phone: 714-540-1235
Email: ipdocket@lw.com, kristin.azcona@lw.com
Correspondent Name: Kristin J. Azcona
Address Line 1: 650 Town Center Drive, 20th Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

| | |
|---|---|
| ATTORNEY DOCKET NUMBER: | 031935-0293 |
| NAME OF SUBMITTER: | Kristin J. Azcona |

| | |
|---|---|
| Signature: | /kristinazcona/ |
| Date: | 05/15/2007 |

Total Attachments: 10
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# FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of May 11, 2007 (as may be amended, restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), is entered into by each of McKechnie Aerospace DE, Inc., McKechnie Aerospace Holdings, Inc., Melrose US 3 LLC, McKechnie Investments, Inc., Hartwell Corporation, Valley-Todeco, Inc. and Western Sky Industries, LLC (each, a "Grantor" and collectively, the "Grantors"), in favor of BEAR STEARNS CORPORATE LENDING INC., in its capacity as Administrative Agent (in such capacity, the "Administrative Agent") for the benefit of the lenders from time to time party to the Credit Agreement referred to below.

W I T N E S S E T H:

WHEREAS, McKechnie Aerospace Holdings, Inc. and McKechnie Aerospace DE, Inc. have entered into that certain First Lien Credit Agreement, dated as of May 11, 2007 (the "Credit Agreement"), with the several lenders from time to time party thereto (the "Lenders"), Bear, Stearns & Co. Inc., as joint lead arranger and sole bookrunner, Morgan Stanley Senior Funding, Inc., as joint lead arranger and co-syndication agent, General Electric Capital Corporation, as documentation agent and co-syndication agent, and Bear Stearns Corporate Lending Inc., as Administrative Agent.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that each Grantor shall have executed and delivered that certain First Lien Guarantee and Collateral Agreement, dated as of May 11, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Administrative Agent for the ratable benefit of the Secured Parties (as defined in 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, including all successors and assigns, to the Administrative Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement and, if not therein defined, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a continuing lien on and security interest in all of the following now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (the "Trademark Collateral"):

(a) (i) all trademarks, trade names, business names, fictitious business names, trade styles, service marks, logos and other indicators of the source of goods or services, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule I hereto, and (ii) the right to obtain all renewals thereof;

(b) any and all written agreements providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule I hereto;

(c) all rights to sue at law or in equity for any infringement or other impairment of any of the foregoing, including the right to receive all proceeds and damages therefrom; and

(d) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

Notwithstanding the above, the grant of the security interest as provided herein shall not extend to, and for purposes hereof, Trademark Collateral shall not include, "intent-to-use" trademarks prior to the first use thereof, whether by the actual use thereof in commerce or prior to the filing of a statement of use or amendment to allege use; provided, however, that any such trademark shall automatically become Trademark Collateral upon use or upon the recording of a statement of use or amendment to allege use with the United States Patent and Trademark Office or otherwise.

SECTION 3. Guarantee and Collateral Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for the ratable benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

MCKECHNIE AEROSPACE HOLDINGS, INC.

By: _____
Name:
Title:

MCKECHNIE AEROSPACE DE, INC.

By: _____
Name:
Title:

MELROSE US 3 LLC

By: _____
Name:
Title:

MCKECHNIE INVESTMENTS, INC.

By: _____
Name:
Title:

HARTWELL CORPORATION

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

MCKECHNIE AEROSPACE HOLDINGS, INC.

By: _____
Name:
Title:

MCKECHNIE AEROSPACE DE, INC.

By: _____
Name:
Title:

MELROSE US 3 LLC

By: _____
Name: BRUCE E. GRABON
Title: PRESIDENT

MCKECHNIE INVESTMENTS, INC.

By: _____
Name:
Title:

HARTWELL CORPORATION

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

MCKECHNIE AEROSPACE HOLDINGS, INC.

By: _____
Name:
Title:

MCKECHNIE AEROSPACE DE, INC.

By: _____
Name:
Title:

MELROSE US 3 LLC

By: _____
Name:
Title:

MCKECHNIE INVESTMENTS, INC.

By: _____
Name:
Title:

HARTWELL CORPORATION

By: _____
Name:
Title:

VALLEY-TODECO, INC.

By: _____
Name:
Title:

WESTERN SKY INDUSTRIES, LLC

By: _____
Name:
Title:

BEAR STEARNS CORPORATE LENDING INC.,
as Administrative Agent

By: _____
Name: **Steven Sterling**
Title: Vice President

SCHEDULE I

TO

TRADEMARK SECURITY AGREEMENT

| Jurisdiction | Trademark | Registration No. (App. No.) | Reg. Date (App. Date) | Record Owner | Status/Comments |
|---|---|---|---|---|---|
| United States | AERO QUALITY | (78-954,831) | (August 17, 2006) | Western Sky Industries, LLC | Pending |
| United States | XLP | (78-184,801) | (November 13, 2002) | Hartwell Corporation | Pending |
| United States | VT | (77-106,508) | (February 13, 2007) | Valley-Todeco, Inc. | Pending |
| United States | VT | (77-105,071) | (February 12, 2007) | Valley-Todeco, Inc. | Pending |
| United States | VT AND DESIGN | (77-104,179) | (February 9, 2007) | Valley-Todeco, Inc. | Pending |
| United States | VT AND DESIGN | (77-104,155) | (February 9, 2007) | Valley-Todeco, Inc. | Pending |
| United States | SOLUTIONEERING | 2,798,501 | December 23, 2003 | Mckechnie Aerospace (Uk) Ltd. | Registered |
| United States | HARTWELL | 2,703,713 | April 8, 2003 | Hartwell Corporation | Registered |
| United States | HC AND DESIGN | 2,676,542 | January 21, 2003 | Hartwell Corporation | Registered |
| United States | HASCO | 2,708,392 | April 22, 2003 | Hartwell Corporation | Registered |
| United States | HC | 1,744,257 | January 5, 1993 | Hartwell Corporation | Registered. |
| United States | HARTWELL | 1,762,408 | April 6, 1993 | Hartwell Corporation | Registered.. |
| United States | SHACK'L SHIELD | 1,556,525 | September 19, 1989 | Hartwell Corporation | Registered. |
| United States | TRIGGER LOCK | 1,190,430 | February 23, 1982 | Hartwell Corporation | Registered. |
| United States | TYEE | 887,395 | March 10, 1970 | Tyee Aircraft, Inc. | Registered |
| United States | DESIGN ONLY | 887,394 | March 10, 1970 | Tyee Aircraft, Inc. | Registered |
| United States | WSI | 863,388 | January 14, 1969 | Western Sky Industries, Inc. | Registered |
| United States | FLIP-LOK | 837,069 | October 17, 1967 | Western Sky Industries, Inc. | Registered |
| United States | L and Design | 2,016,073 | 11/12/1996 | Linread Public Limited Company | Registered |
| United States | NB | 1,681,759 | 04/07/1992 | Linread PLC | Registered |
| United States | NORTH BRIDGE FASTENERS | 1,405,470 | August 19, 1986 | Linread PLC | Registered |
| United Kingdom | AERO QUALITY AND DESIGN | 2113924 | (October 25, 1996) | Western Sky Industries, LLC | Registered |
| United Kingdom | WELCO | 2031958 | (August 30, 1995) | Welco Technik AG | Registered |
| United Kingdom | NORTH BRIDGE FASTENERS | B1243481 | (June 6, 1985) | Linread PLC | Registered |

| Jurisdiction | Trademark | Registration No. (App. No.) | Reg. Date (App. Date) | Record Owner | Status/Comments |
|---|---|---|---|---|---|
| | B and Design | B1573199 | (May 14, 1994) | Linread Public Limited Company | Registered |
| Canada | HC AND DESIGN | TMA594,455 | (March 15, 2001) | Hartwell Corporation | Registered |
| Canada | HARTWELL | TMA586,646 | (March 15, 2001) | Hartwell Corporation | Registered |
| Canada | NORTH BRIDGE FASTENERS | TMA322,354 | January 2, 1987 | Linread PLC | |
| CTM | XLP | 3134376 | July 21, 2004 | Hartwell Corporation | Registered |
| CTM | HC AND DESIGN | 2170785 | June 3, 2002 | Hartwell Corporation | Registered |
| CTM | HARTWELL | 2170710 | June 3, 2002 | Hartwell Corporation | Registered |
| California | FLIP-LOK | 4,623 | ? | Western Sky Industries Inc | Registered |
| Switzerland | WELCO | P 418648 | (March 13, 1995) | Welco Technik AG | Registered |
| Switzerland | RATE CHEK | 398869 | (June 30, 1992) | Hartwell Corporation | Registered |
| Japan | HC (AND DESIGN) | 4674616 | May 23, 2003 | Hartwell Corporation | Registered |
| Japan | HARTWELL | 4674615 | May 23, 2003 | Hartwell Corporation | Registered |
| International Register | WELCO | 645465 | SEeptember 12, 2005 | Welco Technik AG | Registered |
| Norway | SHACK'L SHIELD AND DESIGN | 146057 | July 18, 1991 | Hartwell Corporation | Registered |