

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TECT HYPERVELOCITY, INC.		08/12/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WACHOVIA BANK, NATIONAL ASSOCIATION		
Street Address:	171 17TH STREET, N.W.		
Internal Address:	MAIL CODE GA 4524		
City:	ATLANTA		
State/Country:	GEORGIA		
Postal Code:	30363		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77242071	HYPERVELOCITY	
CORRESPONDENCE DATA			
Fax Number:	(212)755-7306		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-326-3939		
Email:	NYTEF@JONESDAY.COM		
Correspondent Name:	STEPHEN F. KAMPMEIER, ESQ.		
Address Line 1:	JONES DAY		
Address Line 2:	222 EAST 41 STREET		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	634525-005006		
NAME OF SUBMITTER:	STEPHEN F. KAMPMEIER		
Signature:	/STEPHEN F. KAMPMEIER/		

CH \$40.00 77242071

Date:

08/15/2008

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 12th day of August, 2008, between TECT HYPERVELOCITY, INC. (the "Grantor"), and WACHOVIA BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lender Group (as defined in the Credit Agreement described below) (the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of August 3, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among UCA Holdings, Inc., a Delaware corporation (the "Parent"), as a guarantor, Turbine Engine Components Technologies Corporation, a Delaware corporation, Turbine Engine Components Technologies – Utica Corporation, a Delaware corporation, TECT Aerospace Inc., a Delaware corporation, BAE SYSTEMS Precision Aerostructures Inc., a Kansas corporation, and Utica Realty Holdings III, LLC, a Delaware limited liability company, and the Grantor, as borrowers (collectively as the "Borrowers" and individually as a "Borrower"), the Subsidiaries of the Borrowers party thereto as guarantors, the financial institutions party thereto as lenders (the "Lenders"), Wachovia Bank, National Association, as issuing bank (the "Issuing Bank"), and the Administrative Agent, the Lender Group (as defined in the Credit Agreement) is willing to make the Commitments (as defined in the Credit Agreement) available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Grantor is a party to that certain Amended and Restated Security Agreement dated as of August 3, 2005 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the benefit of the Lender Group, this Trademark Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants to the Administrative Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY 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 benefit of the Lender Group, pursuant to the Security Agreement. The 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

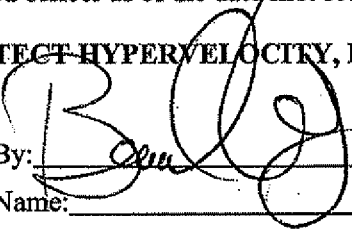
4. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to the Administrative Agent with respect to any such new registered trademarks, applications therefor or renewal of any trademark registration or any new common law trademark. Without limiting the Grantor's obligations under this Section 4, the Grantor hereby authorizes the Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

~~TECT~~ HYPERVELOCITY, INC.

By: 
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED
BY:

WACHOVIA BANK, NATIONAL
ASSOCIATION, as the Administrative
Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TECT HYPERVELOCITY, INC.

By: _____

Name: _____

Title: _____

**ACCEPTED AND ACKNOWLEDGED
BY:**

**WACHOVIA BANK, NATIONAL
ASSOCIATION, as the Administrative
Agent**

By: *Pat Cloninger*

Name: **Pat Cloninger**

Title: **Director**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Country	Mark	Application No.	Application Date
United States	HYPERVELOCITY	77/242,071	July 30, 2007