

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
Twin Commander Aircraft LLC		08/28/2008	LIMITED LIABILITY COMPANY: WASHINGTON
RECEIVING PARTY DATA			
Name:	National City Bank		
Street Address:	One North Franklin		
Internal Address:	20th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1903346	PERMAFLEX	
Registration Number:	2006849	RENAISSANCE COMMANDER	
Registration Number:	2102817	TWIN COMMANDER	
Registration Number:	2135589	PERMAFLEX	
CORRESPONDENCE DATA			
Fax Number:	(312)782-1745		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	abryant@tcfhlaw.com		
Correspondent Name:	Anita L. Bryant, Esq.		
Address Line 1:	55 E. Monroe		
Address Line 2:	40th Floor		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	11420.77005		

OP \$115.00 1903346

NAME OF SUBMITTER:	Anita L. Bryant, Esq.
Signature:	/Anita L. Bryant/
Date:	11/14/2008

Total Attachments: 14
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made and entered into as of August 28, 2008, by and among National City Bank, a national banking association ("Lender"), and Firstmark Corp., a Maine corporation ("Firstmark"), Firstmark Acquisition Corp., a Delaware corporation ("Acquisition"), Firstmark Aerospace Corp., a Delaware corporation ("Aerospace"), Aircraft Belts, Inc., a Texas corporation ("Aircraft Belts"), and Twin Commander Aircraft LLC, a Washington limited liability company ("Twin Commander") (Twin Commander, together with Firstmark, Acquisition, Aerospace and Aircraft Belts are each individually a "Borrower" and collectively the "Borrowers").

W I T N E S S E T H:

WHEREAS, contemporaneously herewith, Lender is providing certain extensions of credit, loans and other financial accommodations (the "Financial Accommodations") to Borrowers pursuant to that certain Loan and Security Agreement of even date herewith by and among Lender and Borrowers (as amended or restated from time to time, the "Loan Agreement") and the "Other Agreements" (as defined in the Loan Agreement) (the Loan Agreement, together with the Other Agreements are collectively the "Loan Documents");

WHEREAS, pursuant to the Loan Documents, Borrowers granted to Lender a first position priority security interest and lien in and to all of Borrowers' assets, including, without limitation, all patents, trademarks, trademark registrations, trade names, copyrights, all applications therefor and all other intellectual or proprietary rights or interests of any kind, nature or description whatsoever; and

WHEREAS, Lender is willing to provide the Financial Accommodations to Borrowers, provided, among other things, Borrowers execute and deliver this Agreement to Lender.

NOW, THEREFORE, in consideration of the Financial Accommodations, the mutual promises and understandings of Borrowers and Lender set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrowers covenant unto and agree with Lender as follows:

1. **Incorporation of Loan Agreement.** The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms in this Agreement, including the Exhibits, which have an initial capital letter where not required by the rules of grammar, and which are not otherwise defined herein, are used herein as defined in the Loan Agreement.

2. **Collateral Assignment of Intellectual Property.** To secure the full and timely payment and performance of the Liabilities, each Borrower hereby grants and conveys to Lender a first position priority security interest and lien in and to all of such Borrower's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising (collectively the "Intellectual Property Collateral"):

A. (i) trademarks, trademark registrations and applications therefor, including, without limitation, the trademarks, trademark registrations and applications listed on Exhibit "A", (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the "Trademarks");

B. (i) patents, patent registrations and applications therefor, including, without limitation, the inventions and improvements claimed in connection therewith, and the patents, patent registrations and the applications listed on Exhibit "B", (ii) renewals, reissues, divisions, continuations, extensions and continuations-in-part thereof, (iii) all income, royalties, damages and payments now or hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof; and (v) all rights corresponding thereto throughout the world (collectively the "Patents");

C. (i) copyrights and applications for registration, including, without limitation, the copyrights and applications for registration listed on Exhibit "C", (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the "Copyrights");

D. license agreements for Trademarks, Patents and Copyrights, whether such Borrower is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit "D", and the right to prepare for sale, sell and advertise for sale all "Inventory" as defined in the Loan Agreement now or hereafter owned by such Borrower and now or hereafter covered by such licenses (collectively the "Licenses"); and

E. the goodwill of such Borrower's business connected with and symbolized by the Trademarks, Patents, Copyrights and Licenses.

This Agreement is made for collateral purposes only. Borrowers acknowledge and agree that upon the occurrence and continuance of an Event of Default, and upon written notice to Borrowers, the Intellectual Property Collateral shall be immediately conveyed to Lender without any further action by any party, and Lender shall have the power to use and/or sell the Intellectual Property Collateral. Borrowers covenant and agree to execute and deliver to Lender all agreements, instruments, documents and other written matter that Lender may request, in form and substance acceptable to Lender, to perfect and maintain perfected Lender's security interest and lien in and to the Intellectual Property Collateral and to consummate the transactions contemplated by this Paragraph 2.

3. Restrictions on Future Agreements.

A. Borrowers agree that until the Liabilities shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated, Borrowers will not, without Lender's prior written consent, enter into any document, instrument or agreement which is inconsistent with Borrowers' obligations under this Agreement. Borrowers further agree that they will not take any action, or permit any action to be taken by others subject to their control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Lender under this Agreement.

B. Each Borrower hereby represents and warrants to Lender that such Borrower has not granted any license to any Person other than Lender in connection with any of the Intellectual Property Collateral. Each Borrower hereby covenants unto Lender that until the Liabilities shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated, such Borrower

shall not grant any license to any third party in connection with the Intellectual Property Collateral without Lender's prior written consent.

4. **New Trademarks, Patents, Copyrights and Licenses.** Each Borrower represents and warrants that the Trademarks, Patents, Copyrights and Licenses listed on Exhibits "A", "B", "C" and "D" respectively constitute all of the trademarks, trademark registrations, patents, patent registrations, copyrights, applications therefor and licenses now owned by such Borrower. If, prior to payment of the Liabilities in full, such Borrower shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, application for copyright registration or licenses, or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, copyright, application for copyright registration or license renewal, the provisions of Paragraph 2 above shall automatically apply thereto and such Borrower shall provide Lender with immediate notice thereof. Borrowers hereby authorize Lender to modify this Agreement by amending Exhibits "A", "B", "C" and "D" to include any future trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, applications for copyright registration and licenses.

5. **Royalties; Terms.** Each Borrower hereby agrees that the use by Lender of all Intellectual Property Collateral after an Event of Default as described above shall be without any liability for royalties or other related charges from Lender to Borrowers. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks, Patents, Copyrights and Licenses assigned hereunder, or (ii) the payment to Lender of the Liabilities in full and the termination of the Loan Documents.

6. **Lender's Right to Inspect.** Lender shall have the right to inspect Borrowers' premises and to examine Borrowers' books, records and operations, including, without limitation, Borrowers' quality control processes. Upon an Event of Default, Borrowers agree that Lender shall have the right to establish such additional product quality controls as Lender, in its sole discretion, may deem necessary to assure maintenance of the quality of products sold by Borrowers under the Trademarks, Patents, Copyrights or Licenses. Each Borrower agrees (i) not to sell or assign its interest in, or grant any licenses under, the Trademarks, Patents, Copyrights or Licenses; (ii) to maintain the quality of any and all products produced in connection with the Intellectual Property Collateral consistent with the quality of said products as of the date hereof; and (iii) not to adversely change or alter the quality of said products in any way without Lender's prior written consent.

7. **Nature and Termination of Lender's Security Interest.** This Agreement is made for collateral purposes only. Except as otherwise provided in Paragraphs 3, 6 and 13 hereof, nothing contained herein shall be deemed to limit in any way Borrowers' right to use the Trademarks, Patents, Copyrights or Licenses or to grant to Lender any right to use the Trademarks, Patents, Copyrights or Licenses prior to an Event of Default.

8. **Duties of Borrowers.** Borrowers shall have the duty (i) to prosecute diligently any trademark, patent and copyright registration pending as of the date hereof or at any time hereafter, until the Liabilities shall have been paid in full, (ii) to make applications for trademarks, patents and copyrights, as appropriate, and (iii) to preserve and maintain all Intellectual Property Collateral. Any expenses incurred in connection with such applications shall be borne by Borrowers. Borrowers shall not abandon any Intellectual Property Collateral, without the consent of Lender.

9. **Lender's Right to Sue.** Upon an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name or in the name of a Borrower to enforce the

Trademarks, Patents, Copyrights and Licenses. If Lender shall commence any such suit, Borrowers shall, at the request of Lender, do any and all acts and execute any and all instruments, documents and agreements required by Lender to enforce such Intellectual Property Collateral, and Borrowers shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights and remedies under this Paragraph 9.

10. **Waivers.** Lender's failure at any time or times hereafter to require strict performance by Borrowers of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lender of an Event of Default shall not suspend, waive or affect any other Event of Default, whether same is prior or subsequent thereto and whether of the same or a different type. None of the undertakings, agreements, warranties, covenants and representations of Borrowers contained in this Agreement and no Event of Default by Borrowers shall be deemed to have been suspended or waived by Lender unless such suspension or waiver is in writing signed by an officer of Lender and directed to Borrowers specifying such suspension or waiver.

11. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 4 hereof or by a writing signed by the parties hereto.

13. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Lender's rights and remedies with respect to the Intellectual Property Collateral, whether established hereby, by the Loan Documents, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Borrower hereby authorizes Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as such Borrower's true and lawful attorney-in-fact, with power, upon an Event of Default and commencement by Lender of any of its rights and remedies whatsoever, whether pursuant to this Agreement, the Loan Documents, at law, in equity or otherwise, to (a) endorse such Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in connection with selling the Intellectual Property Collateral, (b) take any other actions with respect to the Intellectual Property Collateral as Lender decides in its sole and absolute discretion, (c) assign, pledge, sell, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral to any person or entity as Lender may determine in its discretion, and (d) grant or issue any non-exclusive license under the Intellectual Property Collateral, to any person or entity. Each Borrower agrees to indemnify Lender for any infringement claims or other similar claims filed or asserted against Lender from the use of any of the Intellectual Property Collateral. Borrowers hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been paid in full and all financing arrangements between Borrowers and Lender have been terminated. Borrowers acknowledge and agree that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Documents, at law or in equity, but rather is in addition to and intended to facilitate the exercise of such rights and remedies.

14. **Binding Effect; Benefits.** This Agreement shall be binding upon Borrowers and their successors and assigns, and shall inure to the benefit of Lender, its nominees, successors and assigns.

15. **Notice.** Any and all notices, exercises, demands, requests, consents, designations, waivers and other communications required or desired hereunder shall be delivered to the parties hereto at their addresses set forth in the Loan Agreement and shall be effective as set forth in the Loan Agreement.

16. **Governing Law.** This Agreement shall be deemed to have been executed and delivered in Chicago, Illinois, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of Illinois.

17. **Joint and Several.** All references to "Borrowers" and "Borrower" shall mean Firstmark, Acquisition, Aerospace, Aircraft Belts and Twin Commander, both individually and collectively, and jointly and severally, and all representations, warranties, duties, covenants, agreements and obligations of Borrowers shall be the individual and collective representations, warranties, duties, covenants, agreements and obligations of each of Firstmark, Acquisition, Aerospace, Aircraft Belts and Twin Commander.

[signature page follows]

IN WITNESS WHEREOF, Borrowers' duly authorized officers, members or managers, as applicable, have executed this Agreement as of the date first set forth above.

FIRSTMARK CORP.,
a Maine corporation

By: H. William Coogan, Jr.
Name: H. William Coogan, Jr.
Title: Chief Executive Officer

FIRSTMARK ACQUISITION CORP.,
a Delaware corporation

By: H. William Coogan, Jr.
Name: H. William Coogan, Jr.
Title: Chief Executive Officer

FIRSTMARK AEROSPACE CORP.,
a Delaware corporation

By: H. William Coogan, Jr.
Name: H. William Coogan, Jr.
Title: Chief Executive Officer

AIRCRAFT BELTS, INC.,
a Texas corporation

By: Theresa M. Riddle
Name: Theresa M. Riddle
Title: Secretary and Chief Financial Officer

TWIN COMMANDER AIRCRAFT LLC,
a Washington limited liability company

By: _____
Name: James K. Matheson
Title: President, Chief Executive Officer
and General Manager

IN WITNESS WHEREOF, Borrowers' duly authorized officers, members or managers, as applicable, have executed this Agreement as of the date first set forth above.

FIRSTMARK CORP.,
a Maine corporation

FIRSTMARK ACQUISITION CORP.,
a Delaware corporation

By: _____
Name: H. William Coogan, Jr.
Title: Chief Executive Officer

By: _____
Name: H. William Coogan, Jr.
Title: Chief Executive Officer

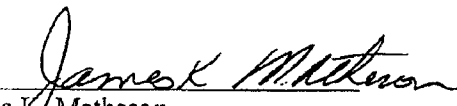
FIRSTMARK AEROSPACE CORP.,
a Delaware corporation

AIRCRAFT BELTS, INC.,
a Texas corporation

By: _____
Name: H. William Coogan, Jr.
Title: Chief Executive Officer

By: _____
Name: Theresa M. Riddle
Title: Secretary and Chief Financial Officer

TWIN COMMANDER AIRCRAFT LLC,
a Washington limited liability company

By: 
Name: James K. Matheson
Title: President, Chief Executive Officer
and General Manager

ACCEPTANCE

The undersigned, National City Bank, accepts the foregoing Collateral Assignment of Intellectual Property.

NATIONAL CITY BANK,
a national banking association

By: 

Name:

Brian F. Hewett

Title:

Senior Vice President

SCHEDULE A
TO
COLLATERAL ASSIGNMENT OF
INTELLECTUAL PROPERTY

Trademarks and Trademark Registrations

Registrations:

<u>Trademark</u>	<u>Registration No.</u>	<u>Filing Date</u>
FIRSTMARK		
ACQUISITION		
AEROSPACE		
AIRCRAFT BELTS		
TWIN COMMANDER		
Permaflex	1903346	10/27/93
Renaissance Commander	2006849	10/11/94
Twin Commander	2102817	4/18/96
Permaflex	2135589	1/14/97

Applications:

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
FIRSTMARK	None	
ACQUISITION	None	
AEROSPACE	None	
AIRCRAFT BELTS	None	

TWIN COMMANDER

None

SCHEDULE B
TO
COLLATERAL ASSIGNMENT OF
INTELLECTUAL PROPERTY

Patents and Patent Registrations

<u>Patent</u>	<u>Patent No.</u>	<u>Filing Date</u>
FIRSTMARK	None	
ACQUISITION	None	
AEROSPACE	None	
AIRCRAFT BELTS	None	
TWIN COMMANDER	None	

SCHEDULE C
TO
COLLATERAL ASSIGNMENT OF
INTELLECTUAL PROPERTY

Copyrights and Copyright Applications

<u>Copyright</u>	<u>Date</u>	<u>Title</u>
FIRSTMARK	None	
ACQUISITION	None	
AEROSPACE	None	
AIRCRAFT BELTS	None	
TWIN COMMANDER	None	

SCHEDULE D
TO
COLLATERAL ASSIGNMENT OF
INTELLECTUAL PROPERTY

License Agreements

FIRSTMARK

ACQUISITION

AEROSPACE

AIRCRAFT BELTS

TWIN COMMANDER

Pursuant to the Limited Liability Company Share Purchase Agreement, by and between Precision Aerospace Corporation and James K. Matheson and Mark Matheson, dated November 1, 2005, Precision granted to the Company a 3-year license to use the "Eagle Mark" trademark. The federal registration of the Eagle Mark was cancelled in May 2008 for failure to renew.

Pursuant to the Distribution Agreement by and between Twin Commander Aircraft Corporation and Aero Air, LLC, dated July 1, 1999, Aero Air granted to the Company a non-exclusive, non-transferable license to use, reproduce and publicly display the Trademarks designated by Aero Air in connection with the marketing and promotion of the Propeller Kits in the market during the term subject to the terms and conditions of the Agreement.

Pursuant to the Distribution Agreement by and between Twin Commander Aircraft Corporation and Aero Air, LLC, dated June 25, 2002, Aero Air granted to the Company a non-exclusive, non-transferable license to use, reproduce and publicly display the Trademarks designated by Aero Air in connection with the marketing and promotion of the Fuel Pump Kits in the market during the term subject to the terms and conditions of the Agreement.

Pursuant to Development Purchase Marketing Agreement by and between McCauley Propeller System and Twin Commander Aircraft Corporation, dated September 24, 1997, the Company shall utilize the trade name and logo of McCauley, BLACKMAC, in all marketing media developed for the Propeller.

Pursuant to the Distribution Agreement by and between Twin Commander Aircraft Corporation and Northeastmotive Inc., dated December 1, 2003, Northeast granted to the Company a non-

exclusive, non-transferable license to use, reproduce and publicly display the Trademarks designated by Northeast in connection with the marketing and promotion of the RVSM Kits in the market during the term, subject to the terms and conditions of the Agreement.