

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
Northstar Aerospace, Inc.		03/29/2010	CORPORATION: ONTARIO
Northstar Aerospace (Canada) Inc.		03/29/2010	CORPORATION: ONTARIO
Northstar Aerospace (Chicago) Inc.		03/29/2010	CORPORATION: DELAWARE
D-Velco Manufacturing of Arizona, Inc.		03/29/2010	CORPORATION: ARIZONA
Northstar Aerospace (USA) Inc.		03/29/2010	CORPORATION: DELAWARE
Derlan USA Inc.		03/29/2010	CORPORATION: DELAWARE
Northstar Aerospace Turbine Engine Service Group, Inc.		03/29/2010	CORPORATION: DELAWARE
2007775 Ontario Inc.		03/29/2010	CORPORATION: ONTARIO
Derlan L.P.		03/29/2010	LIMITED PARTNERSHIP: DELAWARE
3024308 Nova Scotia Company		03/29/2010	Unlimited Liability Company: NOVA SCOTIA
1055360 Ontario Limited		03/29/2010	CORPORATION: ONTARIO

RECEIVING PARTY DATA

Name:	Fifth Third Bank, as agent
Street Address:	222 S. Riverside Plaza, 30th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Banking Corporation: OHIO

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2856449	NORTHSTAR AEROSPACE
Registration Number:	2880021	NORTHSTAR AEROSPACE

CORRESPONDENCE DATA

900159040

**TRADEMARK
 REEL: 004181 FRAME: 0334**

CH \$65.00 2856449

Fax Number: (312)258-5700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-258-5724
 Email: cbollinger@schiffhardin.com
 Correspondent Name: Chris L. Bollinger
 Address Line 1: P.O. Box 06079
 Address Line 2: Schiff Hardin LLP
 Address Line 4: Chicago, ILLINOIS 60606-0079

ATTORNEY DOCKET NUMBER:	27662-0031
NAME OF SUBMITTER:	Chris L. Bollinger
Signature:	/Chris L. Bollinger/
Date:	04/07/2010

Total Attachments: 31
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PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT

THIS PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of March 29, 2010 by **Northstar Aerospace, Inc.**, an Ontario corporation ("Holdings"), **Northstar Aerospace (Canada) Inc.**, an Ontario corporation ("NA Canada"), **Northstar Aerospace (Chicago) Inc.**, a Delaware corporation ("NA Chicago"), **D-Velco Manufacturing of Arizona, Inc.**, an Arizona corporation ("D-Velco"; NA Chicago and D-Velco are referred to herein, collectively, as the "Borrowers" and, individually, as a "Borrower"), **Northstar Aerospace (USA) Inc.**, a Delaware corporation ("NA USA"), **Derlan USA Inc.**, a Delaware corporation ("Derlan USA"), **Northstar Aerospace Turbine Engine Service Group, Inc.**, a Delaware corporation ("NS Turbine"), **2007775 Ontario Inc.**, an Ontario corporation ("2007775"), **Derlan L.P.**, a Delaware limited partnership ("Derlan LP"), **3024308 Nova Scotia Company**, a Nova Scotia unlimited liability company ("3024308"), and **1055360 Ontario Limited**, an Ontario corporation ("1055360"; Holdings, NA Canada, Borrowers, NA USA, Derlan USA, NS Turbine, 2007775, Derlan LP, 3024308 and 1055360 are referred to herein, collectively, as the "Obligors" and, individually, as an "Obligor"), in favor of **Fifth Third Bank**, an Ohio banking corporation, acting as agent (in such capacity, the "Agent") for the Lenders referred to below and the L/C Issuer (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, Obligors, the financial institutions from time to time party thereto ("Lenders"), the L/C Issuer and Agent have entered into that certain Loan and Security Agreement dated as of March 29, 2010 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"); and

WHEREAS, it is a condition to the effectiveness of the Loan Agreement, the Lenders' commitments to make certain loans and advances to Borrowers thereunder and the L/C Issuer's commitment to issue certain letters of credit for the account of any one or more of Borrowers thereunder, that Obligors enter into this Agreement;

NOW THEREFORE, in consideration of the premises, to induce Agent, the L/C Issuer and each Lender to enter into the Loan Agreement, to induce the Lenders to make any loan or advance to Borrowers thereunder, to induce the L/C Issuer to issue any letter of credit for the account of any one or more of Borrowers thereunder, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the Loan Agreement shall have the meanings ascribed to them therein.

2. **Grant of Security Interest, Etc.** To secure the complete and timely satisfaction of all of each Obligor's Secured Liabilities, each Obligor hereby grants to Agent, for the benefit of Lenders, Agent and the L/C Issuer, a security interest in and to all of such Obligor's right, title and interest in, to and under all of the following, whether now existing or hereafter arising:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) all copyrights, copyright registrations and copyright applications including, without limitation, the copyrights and applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(iii) all such Obligor's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents and Copyrights, whether such Obligor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Obligor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Patent and Copyright Licenses");

(iv) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without limitation, the trademarks and service marks listed on Schedule D attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which such

Obligor now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the “Marks”);

(v) all such Obligor’s rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Marks, whether such Obligor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule E attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Obligor and now or hereafter covered by such licenses (all of the foregoing is hererinafter referred to as “Trademark Licenses”; Patent and Copyright Licenses and Trademark Licenses are hereinafter referred to collectively as “Licenses”); and

(vi) the goodwill of such Obligor’s business connected with and symbolized by the Marks;

provided, however, that there shall be excluded from the foregoing grant of security interest any of the existing Licenses to which any Obligor is a licensee (and any Patents, Marks and Copyrights currently licensed by others to any Obligor pursuant to such Licenses) in each case to the extent (but only to the extent) that the applicable License lawfully prohibits such grant; provided further, however, that, upon Agent’s request, each Obligor will use its good faith reasonable efforts to obtain any consent needed to subject any such property to this grant of security interest.

3. Restrictions on Future Agreements. Each Obligor agrees and covenants that until the Secured Liabilities shall have been satisfied in full and the Loan Agreement shall have been terminated, such Obligor will not, without Agent’s prior written consent, take any action or enter into any agreement, including, without limitation entering into any license agreement, which is inconsistent with such Obligor’s obligations under this Agreement, and each Obligor further agrees and covenants that without Agent’s prior written consent it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action which would affect the validity or enforcement or nature of the rights granted to Agent under this Agreement. Each Obligor agrees and covenants not to sell or assign its interest in, or grant any license under, the Patents, Marks, Copyrights or Licenses, without receiving the prior written consent of Agent thereto.

4. Certain Covenants, Representations and Warranties of each Obligor. Each Obligor covenants, represents and warrants (to the best of such Obligor’s knowledge with respect to any Patents, Marks and Copyrights which are licensed by third parties to such Obligor) that: (i) the Patents, Marks, Copyrights and Licenses are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged in any way; (ii) none of the Patents, Marks, Copyrights and Licenses have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) each of the Patents, Marks, Copyrights and Licenses is valid and enforceable and such Obligor is unaware of any invalidating prior art (including public uses and sales) relative to the Patents, and is unaware of any impairments to the Patents, Marks, Copyrights or Licenses which

would have a material adverse effect on the validity and/or enforceability of the Patents, Marks, Copyrights or Licenses; (iv) to the best of such Obligor's knowledge, no claim has been made that the use of any of the Patents, Marks, Copyrights or Licenses constitutes an infringement; (v) such Obligor owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights (other than those being licensed to such Obligor pursuant to the Licenses) free and clear of any Liens and encumbrances of every kind and nature, and the Licenses are valid and subsisting licenses with respect to the Patents, Marks, Copyrights described therein, free and clear of any Liens and encumbrances of every kind and nature arising by, through or under such Obligor, in each case except for (A) rights granted by such Obligor pursuant to the applicable licenses listed on Schedules C and E, and (B) Liens and encumbrances in favor of Agent, for the benefit of Lenders, the L/C Issuer and itself, pursuant to this Agreement or the other Financing Agreements; (vi) the Patents, Marks and Copyrights and Licenses listed on Schedules A, B, C, D and E constitute all such items in which such Obligor has any right, title or interest; (vii) such Obligor has the unqualified right to enter into this Agreement and perform its terms; (viii) such Obligor will continue to use proper statutory notice in connection with its use of the Patents, Marks and Copyrights (except as to any thereof which is no longer material to such Obligor's business); and (ix) such Obligor will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

5. **New Patents, Marks, Copyrights and Licenses.** If, before the Secured Liabilities shall have been satisfied in full and the Loan Agreement shall have been terminated, any Obligor shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and such Obligor shall give to Agent prompt written notice thereof. Each Obligor hereby authorizes Agent to modify this Agreement by noting any future acquired Patents, Marks, Copyrights on Schedule A, B or D and any Licenses and licensed Patents, Marks or Copyrights on Schedules C or E, as applicable; provided, however, that the failure of Agent to make any such notation shall not limit or affect the obligations of any Obligor or rights of Agent hereunder.

6. **Royalties; Terms.** Each Obligor hereby agrees that the security interest of Agent in all Patents, Marks, Copyrights and Licenses as described above shall be worldwide (or, in the case of Patents, Marks and Copyrights licensed to an Obligor, such smaller geographic location if any is specified for such Obligor's use in the applicable License) and without any liability of Agent to such Obligor for royalties or other related charges. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) satisfaction in full of the Secured Liabilities and termination of the Loan Agreement.

7. **Inspection.** Agent shall have the right, at any time and from time to time, in accordance with the terms of the Loan Agreement, to inspect any Obligor's premises and to

examine any Obligor's books, records and operations, including, without limitation, any Obligor's quality control processes. From and after the occurrence and during the continuance of a Default and notice by Agent to each Obligor of Agent's intention to enforce its rights and claims against any of the Patents, Marks, Copyrights and Licenses, each Obligor agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such additional product quality controls as Agent or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by such Obligor under the Marks consistent with the quality of products now manufactured by such Obligor.

8. Termination of Each Obligor's Interest. This Agreement is made for collateral purposes only. Upon satisfaction in full of the Secured Liabilities and termination of the Loan Agreement, subject to any disposition thereof which may have been made by Agent pursuant hereto or pursuant to any of the other Financing Agreements, the security interest granted hereunder shall automatically be extinguished. Agent shall, at the request of any Obligor and at such Obligor's reasonable expense, execute and deliver to such Obligor, all termination statements and other instruments as may be necessary or proper to evidence the termination of the security interest granted to Agent pursuant to this Agreement, subject to any disposition thereof which may have been made by Agent pursuant hereto or pursuant to any of the other Financing Agreements. Any such termination statements and instruments shall be without recourse upon or warranty by Agent.

9. Duties of the Obligors. Except to the extent the same is no longer material to such Obligor's business, each Obligor shall have the duty (i) to prosecute diligently any patent application included in the Patents, any application respecting the Marks, and any copyright application respecting the Copyrights, in each case pending as of the date hereof or thereafter, (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights, and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights. Any expenses incurred in connection with the foregoing (including, but not limited to, maintenance or renewal fees) shall be borne by the Obligors. Except to the extent the same is no longer material to such Obligor's business, each Obligor shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of Agent and the Required Lenders.

10. Agent's Right to Sue. From and after the occurrence and during the continuance of a Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if Agent shall commence any such suit, each Obligor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Agent in aid of such enforcement, and each Obligor shall promptly, upon demand, reimburse and indemnify Agent for all reasonable costs and expenses incurred by Agent in the exercise of its rights under this Section 10.

11. **Waivers.** No course of dealing between any Obligor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **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.

13. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. **Further Assurances.** Each Obligor shall execute and deliver to Agent, at any time or times hereafter at the request of Agent, all papers (including, without limitation, any as may be deemed desirable by Agent for filing or recording with any Patent and Trademark Office, and any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Agent), as Agent may request, to evidence Agent's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Agent's rights under this Agreement.

15. **Cumulative Remedies; Power of Attorney; Effect on Financing Agreements.** All of Agent's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Financing Agreements or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Obligor hereby constitutes and appoints Agent as such Obligor's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of a Default, to (i) endorse such Obligor's name on all applications, documents, papers and instruments determined by Agent as necessary or desirable for Agent in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Agent deems in good faith to be in the best interest of Agent, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. Each Obligor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Secured Liabilities shall have been satisfied in full and the Loan Agreement shall have been terminated. Each Obligor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Loan Agreement or any of the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the

rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced. Each Obligor hereby releases Agent from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by Agent under the powers of attorney granted herein.


16. **Binding Effect; Benefits.** This Agreement shall be binding upon each Obligor and its respective successors and assigns and shall inure to the benefit of Agent and its respective successors, assigns and nominees.

17. **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 Illinois.


18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page or acceptance to this Agreement by telecopier or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.


NORTHSTAR AEROSPACE, INC.

By: 
Name: GLENN E. HESS
Title: PRESIDENT


NORTHSTAR AEROSPACE (CANADA) INC.

By: 
Name: GLENN E. HESS
Title: PRESIDENT

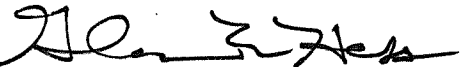
NORTHSTAR AEROSPACE (CHICAGO) INC.

By: 
Name: GLENN E. HESS
Title: PRESIDENT

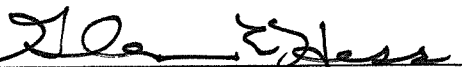
D-VELCO MANUFACTURING OF ARIZONA, INC.

By: 
Name: GLENN E. HESS
Title: PRESIDENT


NORTHSTAR AEROSPACE (USA) INC.

By: 
Name: GLENN E. HESS
Title: PRESIDENT


DERLAN USA INC.

By: 
Name: GLENN E. HESS
Title: PRESIDENT

NORTHSTAR AEROSPACE TURBINE ENGINE SERVICE GROUP, INC.

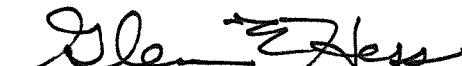
By: 
Name: GLENN E. HESS
Title: PRESIDENT

2007775 ONTARIO INC.


By: 
Name: GLENN E. HESS
Title: PRESIDENT

DERLAN L.P.

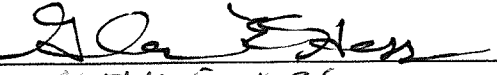
By: 2007775 Ontario Inc., its general partner

By: 
Name: GLENN E. HESS
Title: PRESIDENT

3024308 NOVA SCOTIA COMPANY

By: 
Name: GLENN E. HESS
Title: PRESIDENT

1055360 ONTARIO LIMITED

By: 
Name: GLENN E. HESS
Title: PRESIDENT

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above in Chicago, Illinois.

FIFTH THIRD BANK, as Agent

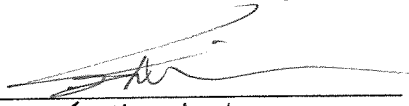
By: _____
Name: _____
Title: _____

1055360 ONTARIO LIMITED

By: _____
Name: _____
Title: _____

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above in Chicago, Illinois.

FIFTH THIRD BANK, as Agent

By: 
Name: Scott Nielsen
Title: V.P.

Copyright, License and Trademark Security Agreement

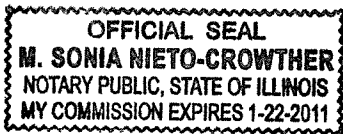
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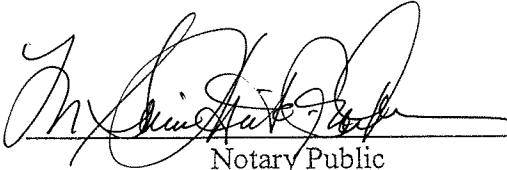
STATE OF Illinois)
) SS.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Celene E. Hess, personally known to me to be the President of Northstar Aerospace, Inc., an Ontario corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 26 day of March, 2010.

(NOTARIAL SEAL)





Notary Public

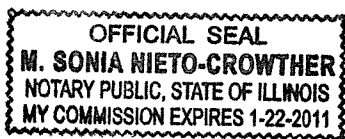
My Commission Expires: 1-22-2011

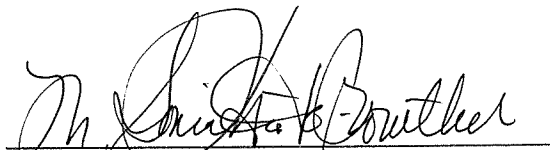
STATE OF Illinois)
) SS.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Glenn E. Hess, personally known to me to be the President of Northstar Aerospace (Canada) Inc., an Ontario corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 26 day of March, 2010.

(NOTARIAL SEAL)





Notary Public

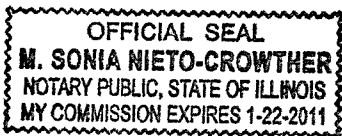
My Commission Expires: 1-22-2011

STATE OF Illinois)
) SS.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Glenn E. Hess, personally known to me to be the President of Northstar Aerospace (Chicago) Inc., a Delaware corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 26 day of March, 2010.

(NOTARIAL SEAL)



M. Sonia Nieto-Crowther
Notary Public

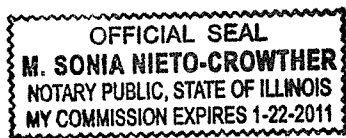
My Commission Expires: 1-22-2011

STATE OF Illinois)
) SS.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Glenn E. Hess, personally known to me to be the President of D-Velco Manufacturing of Arizona, Inc., an Arizona corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 26 day of March, 2010.

(NOTARIAL SEAL)



M. Sonia Nieto-Crowther
Notary Public

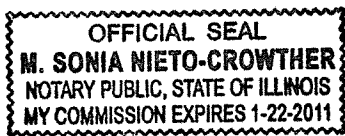
My Commission Expires: 1-22-2011

STATE OF Illinois)
) SS.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Glenn E. Hess, personally known to me to be the President of Northstar Aerospace (USA) Inc., a Delaware corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 26 day of March, 2010.

(NOTARIAL SEAL)



M. Sonia Nieto-Crowther
Notary Public

My Commission Expires: 1-22-2011

STATE OF Illinois)
) SS.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Glenn E. Hess, personally known to me to be the President of Derlan USA Inc., a Delaware corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 26 day of March, 2010.

(NOTARIAL SEAL)



M. Sonia Nieto-Crowthier
Notary Public

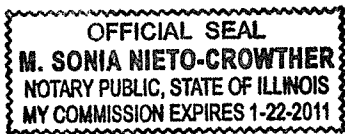
My Commission Expires: 1-22-2011

STATE OF Illinois)
) SS.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Glenn E. Hess, personally known to me to be the President of Northstar Aerospace Turbine Engine Service Group, Inc., a Delaware corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 26 day of March, 2010.

(NOTARIAL SEAL)



M. Sonia Nieto-Crowther
Notary Public

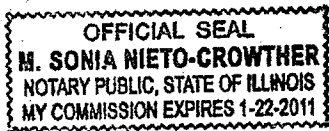
My Commission Expires: 1-22-2011

STATE OF Illinois)
) SS.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Glenn E. Hess, personally known to me to be the President of 2007775 Ontario Inc., an Ontario corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 26 day of March, 2010.

(NOTARIAL SEAL)



M. Sonia Nieto-Crowthier
Notary Public

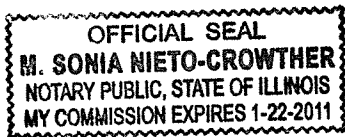
My Commission Expires: 1-22-2011

STATE OF Illinois)
) SS.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Glenn E. Hess, personally known to me to be the President of 2007775 Ontario Inc., an Ontario corporation (the "Company"), the general partner of Derlan L.P., a Delaware limited partnership (the "Partnership"), and personally known to me to be the same person whose name is subscribed to the foregoing Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said assignment on behalf of the Partnership as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Partnership and the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 26 day of March, 2010.

(NOTARIAL SEAL)



M. Sonia Nieto-Crowther
Notary Public

My Commission Expires: 1-22-2011

STATE OF Illinois)
) SS.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Glenn E Hess, personally known to me to be the President of 3024308 Nova Scotia Company, a Nova Scotia unlimited liability company (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 26 day of March, 2010.

(NOTARIAL SEAL)



M. Sonia Nieto-Crowthier
Notary Public

My Commission Expires: 1-22-2011

STATE OF Illinois)
COUNTY OF Cook) SS.

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Glenn E. Hess, personally known to me to be the President of 1055360 Ontario Limited, an Ontario corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 26 day of March, 2010.

(NOTARIAL SEAL)



M. Sonia Nieto-Crowther
Notary Public

My Commission Expires: 1-22-2011

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that SCOT NIELSEN, personally known to me to be the VICE PRESIDENT of Fifth Third Bank, an Ohio banking corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the ____ day of March, 2010.

(NOTARIAL SEAL)

Donald M. Salazar
Notary Public



My Commission Expires: 2-9-2013

*

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

<u>Patent Description</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>	<u>Owner/ Licensor</u>
FACE GEAR MANUFACTURING METHOD AND APPARATUS	2292857 (CA)	02/09/2010	12/21/2019	Northstar Aerospace (Canada) Inc.

FACE GEAR MANUFACTURING METHOD AND APPARATUS	6390894 (US)	05/21/2002	12/21/2018	Northstar Aerospace (Canada) Inc.
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<u>Patent Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	<u>Owner/ Licensor</u>
APPARATUS FOR MANUFACTURING A FACE GEAR	11/575293 (US)	01/24/2008	Northstar Aerospace (USA) Inc.
APPARATUS FOR MANUFACTURING A FACE GEAR	2581724 (CA)	02/03/2005	Northstar Aerospace (Canada) Inc.
APPARATUS FOR MANUFACTURING A FACE GEAR	2007-540730 (JP)	02/03/2005	Northstar Aerospace (Canada) Inc.
APPARATUS FOR MANUFACTURING A FACE GEAR	05718384.0 (EP)	02/03/2005	Northstar Aerospace (Canada) Inc.

SCHEDULE B

COPYRIGHTS

None

SCHEDULE C

PATENT AND COPYRIGHT LICENSES

None

SCHEDULE D

TRADEMARKS, SERVICE MARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>	<u>Owner/Licensor</u>
Northstar Aerospace	2856449 (US)	06/22/2004	06/22/2014	Northstar Aerospace, Inc.
Northstar Aerospace	2,880,021 (US)	8/31/2004	8/24/2014	Northstar Aerospace, Inc.
Derlan & Design	TMA313,882	5/2/1986	5/2/2016	Northstar Aerospace, Inc.
RAZOR PERFORMANCE PRODUCTS (& Design)	TMA496,064 (CA)	06/16/1998	06/16/2013	Northstar Aerospace (Canada) Inc.
WINDSOR GEAR & DRIVE, INC. (& Design)	TMA496,065 (CA)	06/16/1998	06/16/2013	Northstar Aerospace (Canada) Inc.
<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	<u>Owner/Licensor</u>	
Northstar Aerospace	1,473,534 (Canada)	March 17, 2010	Northstar Aerospace (Canada) Inc.	

SCHEDULE E

TRADEMARK LICENSES

None

**SPECIAL POWER OF ATTORNEY
(Patent, Trademark, Copyright and License)**

STATE OF Illinois)
) SS.
COUNTY OF Cook)

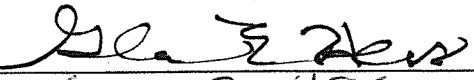
KNOW ALL MEN BY THESE PRESENTS, that Northstar Aerospace, Inc., an Ontario corporation ("Holdings"), Northstar Aerospace (Canada) Inc., an Ontario corporation ("NA Canada"), Northstar Aerospace (Chicago) Inc., a Delaware corporation ("NA Chicago"), D-Velco Manufacturing of Arizona, Inc., an Arizona corporation ("D-Velco"; NA Chicago and D-Velco are referred to herein, collectively, as the "Borrowers" and, individually, as a "Borrower"), Northstar Aerospace (USA) Inc., a Delaware corporation ("NA USA"), Derlan USA Inc., a Delaware corporation ("Derlan USA"), Northstar Aerospace Turbine Engine Service Group, Inc., a Delaware corporation ("NS Turbine"), 2007775 Ontario Inc., an Ontario corporation ("2007775"), Derlan L.P., a Delaware limited partnership ("Derlan LP"), 3024308 Nova Scotia Company, a Nova Scotia unlimited liability company ("3024308"), and 1055360 Ontario Limited, an Ontario corporation ("1055360"; Holdings, NA Canada, Borrowers, NA USA, Derlan USA, NS Turbine, 2007775, Derlan LP, 3024308 and 1055360 are referred to herein, collectively, as the "Obligors" and, individually, as an "Obligor"), each hereby appoints and constitutes Fifth Third Bank, an Ohio banking corporation ("Agent"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of such Obligor at and during the time periods specified in the foregoing Patent, Copyright, License and Trademark Security Agreement (the "Collateral Agreement"):

1. Assigning, selling or otherwise disposing of all right, title and interest of such Obligor in and to the patents, copyrights, licenses and trademarks listed on Schedules A, B, C, D and E of the Collateral Agreement, and including those patents copyrights and licenses which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose; and

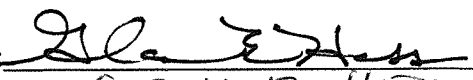
2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as Agent may in its sole discretion determine.

This power of attorney is made pursuant to that certain Loan and Security Agreement dated as of March 24, 2010 among the Obligors, the financial institutions listed on the Commitment Schedule thereto and Agent and may not be revoked until the payment in full of all liabilities and obligations of the Obligors under such Loan and Security Agreement.

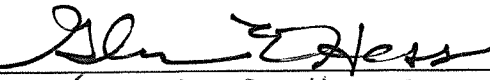
NORTHSTAR AEROSPACE, INC.

By: 
Name: GLENN E. HESS
Title: PRESIDENT

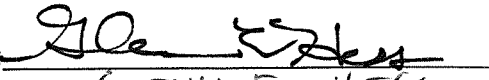
NORTHSTAR AEROSPACE (CANADA) INC.

By: 
Name: GLENN E. HESS
Title: PRESIDENT

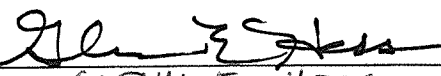
NORTHSTAR AEROSPACE (CHICAGO) INC.

By: 
Name: GLENN E. HESS
Title: PRESIDENT

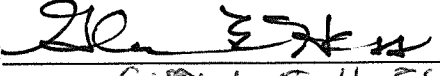
D-VELCO MANUFACTURING OF ARIZONA, INC.

By: 
Name: GLENN E. HESS
Title: PRESIDENT

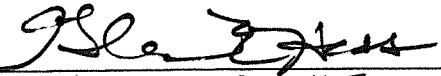
NORTHSTAR AEROSPACE (USA) INC.

By: 
Name: GLENN E. HESS
Title: PRESIDENT


DERLAN USA INC.

By: 
Name: GLENN E. HESS
Title: PRESIDENT

NORTHSTAR AEROSPACE TURBINE ENGINE SERVICE GROUP, INC.

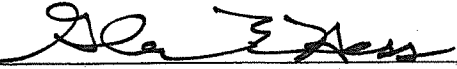
By: 
Name: GLENN E. HESS
Title: PRESIDENT

2007775 ONTARIO INC.

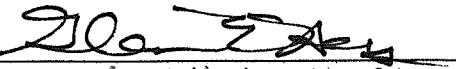
By: 
Name: GLENN E. HESS
Title: PRESIDENT

DERLAN L.P.

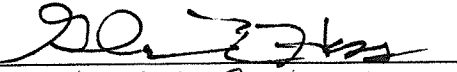
By: 2007775 Ontario Inc., its general partner

By: 
Name: GLENN E. HESS
Title: PRESIDENT

3024308 NOVA SCOTIA COMPANY

By: 
Name: GLENN E. HESS
Title: PRESIDENT

1055360 ONTARIO LIMITED

By: 
Name: GLENN E. HESS
Title: PRESIDENT

Special Power of Attorney