

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
Triumph Brands, Inc.		06/16/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as Administrative Agent
Street Address:	P.O. Box 50, 200 Bay Street
Internal Address:	Royal Bank Plaza, 12th Floor, South Tower
City:	Toronto
State/Country:	CANADA
Postal Code:	M5J 2W7
Entity Type:	Commercial Bank: CANADA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2752527	ACCU-MET
Registration Number:	2752525	ACCU-ROLL
Registration Number:	2952601	CONTINUOUS LOOP RMVA
Registration Number:	2867165	ISO-MET
Registration Number:	2845428	ISO-MET
Registration Number:	2623911	
Registration Number:	1441798	RMVA
Registration Number:	2659329	RTVA
Registration Number:	1688938	RVVO
Registration Number:	2519982	TRIUMPH GROUP, INC.
Registration Number:	0841903	UAP

CORRESPONDENCE DATA

Fax Number: (212)455-2502

900167708

**TRADEMARK
 REEL: 004247 FRAME: 0479**

OP \$290.00 2752527

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-7976
Email: ksolomon@stblaw.com
Correspondent Name: Mindy M. Lok, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	080599/0076
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DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Mindy M. Lok
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Signature:	/m/
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Date:	07/23/2010
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Total Attachments: 7
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of June 16, 2010 is made by Triumph Brands, Inc., a Delaware corporation, located at 1550 Liberty Ridge, Suite 100, Wayne, PA 19087 (the “Grantor”), in favor of Royal Bank of Canada as Administrative Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement, dated as of June 16, 2010 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Triumph Group, Inc., a Delaware Corporation (the “Borrower”), the Banks (as defined therein), the Agent, PNC Bank as Syndication Agent, and Citizens Bank of Pennsylvania and U.S. Bank as Documentation Agents.

W I T N E S S E T H:

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

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of June 16, 2010, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the other Secured Parties a continuing security interest in all U.S. Intellectual Property, all U.S. Intellectual Property agreements, and all Foreign Intellectual Property for which filings or other actions outside the United States are not required for perfection of the security interest granted, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

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

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and

convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the other Secured Parties to secure payment, performance and observance of the Obligations (as defined in the Guarantee and Collateral Agreement).


SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TRIUMPH BRANDS, INC., as Grantor

By: 
Name: M. David Kornblatt
Title: President and Treasurer
Date:

ROYAL BANK OF CANADA
as Administrative Agent for the Secured Parties

By: _____
Name:
Title:
Date:

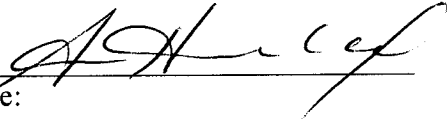
[Signature page for Grant of Security Interest in Trademark Rights by Triumph Brands, Inc.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TRIUMPH BRANDS, INC., as Grantor

By: _____
Name:
Title:
Date:

ROYAL BANK OF CANADA
as Administrative Agent for the Secured Parties

By: 
Name:
Title: Ann Hurley
Date: Manager, Agency

[Signature page for Grant of Security Interest in Trademark Rights by Triumph Brands, Inc.]

ACKNOWLEDGMENT OF GRANTOR

STATE OF Pennsylvania)
COUNTY OF Chester) ss

On the 14th day of June, 2010, before me personally came M. David Kornblatt who is personally known to me to be the President of Triumph Brands, Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Kristine Ely Moore

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kristine Ely Moore, Notary Public
Tredyffrin Twp., Chester County
My Commission Expires Nov. 14, 2013
Member, Pennsylvania Association of Notaries

(PLACE STAMP AND SEAL ABOVE)

[Notary Acknowledgement for Grant of Security Interest in Trademark Rights by Triumph Brands, Inc.]

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

PROVINCE OF ONTARIO)
) ss
CITY OF TORONTO)

On the 17th day of June, 2010, before me personally came Ann Hurley, who is personally known to me to be the Manager, Agency of Royal Bank of Canada; who, being duly sworn, did depose and say that she/he is the Manager, Agency of Royal Bank of Canada, the entity described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of Royal Bank of Canada; and that she/he acknowledged said instrument to be the free act and deed of Royal Bank of Canada.



Kenneth G. Singer

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
ACCU-MET	# 2,752,527
ACCU-ROLL	# 2,752,525
CONTINUOUS LOOP RMVA	# 2,952,601
ISO-MET	# 2,867,165
ISO-MET	# 2,845,428
DESIGN ONLY	# 2,623,911
RMVA	# 1,441,798
RTVA	# 2,659,329
RVVO	# 1,688,938
TRIUMPH GROUP, INC.	# 2,519,982
UAP AND DESIGN	# 0,841,903