

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Engine Components International, Inc.		04/01/2011	CORPORATION: TEXAS

**RECEIVING PARTY DATA**

<b>Name:</b>	The Frost National Bank
<b>Street Address:</b>	100 W. Houston St. RB-2
<b>Internal Address:</b>	Attn: Loan Doc. Dept./Loan No. 4577904-9001
<b>City:</b>	San Antonio
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	78205
<b>Entity Type:</b>	Bank: UNITED STATES

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	1910468	CERMINIL
Registration Number:	1547697	CERMICROME
Registration Number:	1756446	
Registration Number:	2876704	ECI
Registration Number:	2876702	ECI
Registration Number:	1550747	ENGINE REDI
Registration Number:	1481941	NERODIZE
Registration Number:	1397392	POWER PLUS
Registration Number:	0806120	Q-3
Registration Number:	3859703	TITAN
Registration Number:	2876703	TITAN

**CORRESPONDENCE DATA**

**900192448**

**TRADEMARK  
 REEL: 004545 FRAME: 0664**

**OP \$290.00 1910468**

Fax Number: (800)494-7512  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 202-370-4761  
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Correspondent Name: Elspeth Callahan  
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Address Line 2: National Corporate Research  
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ATTORNEY DOCKET NUMBER:	F133714
NAME OF SUBMITTER:	Victor J. Harris, Vice President
Signature:	/Victor J. Harris/
Date:	05/23/2011

Total Attachments: 3  
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## **SUPPLEMENTARY SECURITY AGREEMENT - TRADEMARK**

**THIS SUPPLEMENTARY SECURITY AGREEMENT - TRADEMARK** (this "Agreement"), dated April 1, 2011, is made by **ENGINE COMPONENTS, INC.**, a Delaware corporation, and **DANBURY AEROSPACE, INC.**, a Delaware corporation, as co-borrowers (collectively, "Borrower"), and **ENGINE COMPONENTS INTERNATIONAL, INC. d/b/a ECi**, a Texas corporation ("Grantor"), in favor of **THE FROST NATIONAL BANK**, a national banking association ("Lender").

### **RECITALS:**

A. Pursuant to a Loan Agreement of even date herewith (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Loan Agreement") by and among Borrower, Grantor, Lender and certain other parties thereto, Lender has agreed to provide to Borrower certain "Loans" (as defined in the Loan Agreement).

B. In connection with the Loan Agreement, Borrower, Grantor and certain other parties executed and delivered to Lender a Pledge and Security Agreement of even date herewith (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement").

C. As a condition precedent to making the Loans under the Loan Agreement, Grantor is required to execute and deliver this Agreement and to grant to Lender a continuing security interest in all of the Trademark Collateral (as defined below) to secure the Obligations.

D. Grantor has duly authorized the execution, delivery and performance of this Agreement.

### **AGREEMENT:**

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lender to make the Loans to Borrower pursuant to the Loan Agreement, Grantor agrees, for the benefit of Lender, as follows:

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 in the Security Agreement.

2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, Grantor does hereby mortgage, pledge and hypothecate to Lender, and grant to Lender a security interest in all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other sources of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Schedule 1 hereto;

(b) all Trademark licenses;

(c) all reissues, extensions, or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by Grantor against third parties for past, present or future infringements or dilution of any Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

3. Security Agreement. This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Lender under the Security Agreement. The Security Agreement (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with its terms.

4. Release of Security Interest. Upon payment in full of all Obligations and the termination of all Commitments, Lender shall, at Grantor's expense, execute and deliver to Grantor all instruments and other documents as may be necessary or proper to release the lien on any security interest in the Trademark Collateral which has been granted hereunder.

5. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of

**SCHEDULE 1  
TO  
SUPPLEMENTAL SECURITY AGREEMENT - TRADEMARK**

**Item A.**

**Trademarks**

Item No.	Mark	Designation (Trademark or Service Mark)	Serial No.	Registration No.	Owner
<b>REGISTERED MARKS</b>					
1.	Cerminil	SM [Typed Drawing]	74541059	1910468	Engine Components International, Inc.
2.	Cermicrome	SM [Words, Letters and/or Numbers in Stylized Form]	73759540	1547697	Engine Components International, Inc.
3.	Double Band [orange]	TM [Design Only]	74194108	1756446	Engine Components International, Inc.
4.	ECi	SM [Design + Words]	76537815	2876704	Engine Components International, Inc.
5.	ECi	TM [Typed Drawing]	76537813	2876702	Engine Components International, Inc.
6.	Engine Redi	TM [Design + Words]	73759541	1550747	Engine Components International, Inc.
7.	Nerodize	SM [Typed Drawing]	73654888	1481941	Engine Components International, Inc.
8.	Power Plus	TM [Typed Drawing]	73487224	1397392	Engine Components International, Inc.
9.	Q-3	SM [Typed Drawing]	72201376	0806120	Engine Components International, Inc.
10.	TITAN	TM [Design + Words]	77930294	3859703	Engine Components International, Inc.
11.	TITAN	TM [Design + Words]	76537814	2876703	Engine Components International, Inc.

**Pending Trademark Applications**

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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None.

**Trademark Applications in Preparation**

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/Services</u>
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None.

**Item B.**

**Trademark Licenses**

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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None.