

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Aviation, Power & Marine, Inc.		11/12/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association, as Agent		
<b>Street Address:</b>	500 First Avenue		
<b>Internal Address:</b>	Commercial Loan Service Center/DCC		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2873326	SERVING THE NEEDS OF THE GAS TURBINE INDUSTRY	
<b>Registration Number:</b>	2909081	OUTAGE IN A BOX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)557-2049		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(215) 988-6991		
<b>Email:</b>	tarbox@blankrome.com		
<b>Correspondent Name:</b>	Olivia H. Tarbox, Paralegal		
<b>Address Line 1:</b>	Blank Rome LLP		
<b>Address Line 2:</b>	One Logan Square - 8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-6998		
<b>ATTORNEY DOCKET NUMBER:</b>	074658-01813		
<b>NAME OF SUBMITTER:</b>	Olivia H. Tarbox		
<b>Signature:</b>	/Olivia H. Tarbox/		

**CH \$65.00 2873326**

**900193741**

**TRADEMARK**  
**REEL: 004555 FRAME: 0705**

Date:

06/07/2011

**Total Attachments: 9**

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## TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 12th day of November, 2010 by AVIATION, POWER & MARINE, INC., a Delaware corporation ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION ("PNC"), in its capacity as agent ("Agent") for the Lenders.

### W I T N E S S E T H

WHEREAS, Grantor (Grantor, together with any other Person joined as a borrower to the loan agreement from time to time, the "Borrowers" and each a "Borrower") have entered into (i) that certain Revolving Credit, Term Loan and Security Agreement with certain financial institutions party thereto from time to time as lenders (the "Domestic Lenders") and PNC, as agent for Domestic Lenders (the "Domestic Agent") dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Domestic Loan Agreement"), and (ii) that certain Export Import Revolving Credit and Security Agreement with certain financial institutions party thereto from time to time as lenders (the "Ex-Im Lenders", together with the Domestic Lenders, the "Lenders") and PNC, as agent for Ex-Im Lenders (the "Ex-Im Agent", together with the Domestic Agent, the "Agent") dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Ex-Im Loan Agreement", together with the Domestic Loan Agreement, the "Loan Agreements"), in each case providing for the extension of credit to be made to Borrowers by Lenders;

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreements;

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

1. Incorporation of Loan Agreement. The Loan Agreements and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreements.

2. Grant and Reaffirmation of Grant of Security Interests To secure the payment and performance of the Obligations under the Loan Agreements, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreements of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I attached hereto constitute all trademarks and patents owned or registered to Grantor as of the date of this Agreement.

4. Covenants. Except as otherwise permitted under either of the Loan Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents without prior written consent of Agent.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any part hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

**[signatures to appear on following page]**

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

AVIATION, POWER & MARINE, INC.

By: Angelo Frain  
Name: Angelo Frain  
Title: Secretary

Agreed and Accepted  
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By: [Signature]  
Name: DAVID GOLD  
Title: SVP

(SIGNATURE PAGE TO TRADEMARK AND PATENT  
SECURITY AGREEMENT)

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

AVIATION, POWER & MARINE, INC.

By: Angel Feaion  
Name: ANGEL FEATION  
Title: Secretary

Agreed and Accepted  
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(SIGNATURE PAGE TO TRADEMARK AND PATENT  
SECURITY AGREEMENT)

TRADEMARK  
REEL: 004555 FRAME: 0710

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS**

<b>TRADEMARK</b>	<b>REG. NO.</b>	<b>REG. DATE</b>	<b>STATUS</b>
Serving the Needs of the Gas Turbine Industry	2873326	August 17, 2004	Active
Outage in a Box	2909081	December 7, 2004	Active

## POWER OF ATTORNEY

Dated November 12, 2010.

AVIATION, POWER & MARINE, INC., a Delaware corporation ("Grantor"), hereby authorizes PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "PNC"), as agent for the Lenders (in such capacity, "Agent") under (i) that certain Revolving Credit, Term Loan and Security Agreement among the financial institutions which are now or which hereafter become a party thereto as lenders (the "Domestic Lenders"), PNC, as agent for Domestic Lenders (in such capacity, "Domestic Agent") and Grantor (together with any Person joined thereto as a borrower from time to time, the "Borrowers" and each a "Borrower"), dated as of the date hereof (as the same may hereafter be amended, modified, restated or replaced from time to time, the "Domestic Loan Agreement") and (ii) that certain Export Import Revolving Credit and Security Agreement among the financial institutions party thereto from time to time as lenders (the "Ex-Im Lenders", together with the Domestic Lenders, the "Lenders"), PNC, as agent for Ex-Im Lenders (the "Ex-Im Agent", together with the Domestic Agent, the "Agent") and Borrowers, dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Ex-Im Loan Agreement", together with the Domestic Loan Agreement, the "Loan Agreements"; capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreements), following the occurrence and during the continuance of an Event of Default as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement between Grantor and Agent dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark and Patent Security Agreement"), including, without limitation, the power to (a) record its interest in any Trademarks and Patents (as defined in the Trademark and Patent Security Agreement) or additional trademarks and patents in the United States Patent and Trademark Office or other appropriate governmental office, (b) to execute on behalf of Grantor a supplement to the Trademark and Patent Security Agreement, (c) to use the Trademarks and Patents in connection with exercising its rights and remedies under the Loan Agreement, including without limitation in connection with the sale Inventory or Collateral, (d) to grant or issue any exclusive or non-exclusive license under the Trademarks or Patents to anyone else, or (e) to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Patents to anyone else, in each case subject to the terms of the Trademark and Patent Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreements.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Loan Agreement and the Other Documents.



This Power of Attorney shall be irrevocable until all Obligations (other than contingent liabilities which have not yet been asserted by Secured Party or Lenders and Letters of Credit that have been cash collateralized and/or backstopped by another letter of credit) have been indefeasibly paid and satisfied in full in cash, Lenders commitment to make Advances under the Loan Agreement has expired or terminated and the Loan Agreements have been terminated.

**[SIGNATURE PAGE TO POWER OF ATTORNEY TO TRADEMARK AND PATENT  
SECURITY AGREEMENT]**

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

AVIATION, POWER & MARINE, INC.

By: Angelo Fraioli  
Name: Angelo FRAIOLI  
Title: Secretary

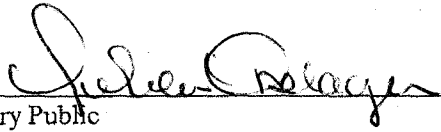
[SIGNATURE PAGE TO POWER OF ATTORNEY]

TRADEMARK  
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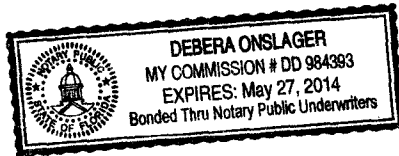
COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF : SS  
COUNTY OF :

On this 11 of Nov, 2010, before me personally appeared Robinson, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Aviation, Power & Marine, Inc., a Delaware corporation, that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

  
\_\_\_\_\_  
Notary Public

My Commission Expires



[SIGNATURE PAGE TO POWER OF ATTORNEY]